

## Sponsored Student Project Agreement

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "SPONSOR" and Worcester Polytechnic Institute, Worcester, MA, hereinafter referred to as "WPI"; and

WHEREAS WPI, a non-profit educational institution, encourages WPI students to participate in sponsored undergraduate projects as part of their academic curriculum; and

WHEREAS SPONSOR is interested in sponsoring student projects at WPI and making available certain facilities in support of this WPI program.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Student Projects and Results:

a) Project Proposals. Project proposals may be initiated by either party. The scope and objective of any proposed projects shall be established by mutual agreement of the parties and will require the approval of both parties.

b) Project Reports. The parties agree to make the project results available in WPI student reports which shall be submitted to WPI for academic credit and to the SPONSOR for review according to the provisions of Paragraph 11. Following approval of the final project report, reports shall be placed on open shelves in the WPI library where they will be accessible to the public.

c) Project Publications and Presentations. Where the results of a student project are of particular generality and importance, such results may be published in the technical literature or presented at professional meetings. WPI shall submit any draft publications or presentations to the SPONSOR for review according to the provisions of Paragraph 11 prior to any public disclosure.

d) Patentable Subject Matter. In the event that any project reports, presentations or publications contain patentable subject matter or other valuable intellectual property, by mutual agreement of the parties, such materials may be withheld from public disclosure until the material is adequately protected by filing of patents or registering copyrights or trademarks.

2. SPONSOR will engage one or more WPI Students in sponsored projects at any one time, the exact number to be mutually agreed upon.

3. SPONSOR and WPI will each identify a student project representative for their respective organizations who will co-supervise the project work.
4. A WPI faculty advisor will be responsible for advising the students' efforts to carry out the project objectives. The faculty advisor is under no obligation to the SPONSOR to directly participate in the completion of the project. However, while it is anticipated that the faculty advisor will not furnish his/her own expertise toward the completion of the project, a faculty advisor may contribute WPI background technology or know-how to assist the students when necessary for completion of the project.
5. WPI will identify the individual student(s) to be assigned to each approved project and SPONSOR may for reasonable cause request the removal from a project of any individual student.
6. SPONSOR will provide free of charge, the necessary facilities, equipment, supplies, and administrative support to students working on sponsored projects at SPONSOR's premises.
7. A mutually agreed-upon project proposal and financial commitment letter shall be provided by WPI as an attachment to this Agreement to define the scope and objectives of the project, the approximate start and completion date, and the financial commitment made to the project by the SPONSOR.
8. The status of the student assigned to the Project shall be that of independent contractor in relation to SPONSOR and not that of employee. WPI agrees to carry such insurance as it may deem appropriate for protection of the student with regard to personal injury or death and property damage while on SPONSOR's premises, unless such personal injury, death, or damage shall be caused by the negligence of SPONSOR, its employees or agents.
9. It is understood that WPI students engaged in the project will be required to execute a Student Agreement and Release form attached hereto. WPI will provide evidence of student accident and health insurance coverage if required by SPONSOR.
10. It is understood that all students assigned to the sponsored project shall be required to observe any and all local safety and operating regulations of the SPONSOR when working at SPONSOR's premises.
11. In the event it becomes necessary for performance on the project for SPONSOR to disclose SPONSOR's proprietary and confidential information to WPI students, staff or faculty assigned to the project, it is understood that such WPI personnel may be required by SPONSOR to execute a non-disclosure agreement to protect SPONSOR's proprietary and confidential information. SPONSOR agrees to provide a copy of SPONSOR's non-disclosure agreement to WPI's Technology

Transfer Office for review and approval prior to execution of the agreement by any WPI personnel.

WPI will provide SPONSOR a draft copy of project reports or publications for SPONSOR's review at least thirty (30) days prior to public release. Upon written request by SPONSOR, WPI agrees to remove SPONSOR's proprietary and confidential information from any project report or publication which contains such information. In the event that a written request for removal of SPONSOR's proprietary and confidential information is not made within thirty (30) days of submission of a draft copy of a project report or publication, WPI may release the report or publication as originally submitted.

12. For any Intellectual Property, developed by WPI students working on the sponsored project, which could not have been developed without access to SPONSOR's proprietary and confidential information, proprietary products or SPONSOR's own Intellectual Property, all rights to such Intellectual Property shall be assigned to SPONSOR. For all other cases, WPI's Intellectual Property Policy will apply.
13. WPI policy permits students to work for pay on assignments that may originate in sponsored project work only if a separate agreement is executed which specifies the differences between the academic project work and the paid assignments.
14. This agreement will become operable on the Effective Date and will continue until the end of the academic term in which the project is completed unless terminated by either Party by giving thirty (30) days notice in writing to the other Party. WPI will provide SPONSOR with written notification of the completion of the project. In the event of termination, the provisions of Paragraphs 1, 11 and 12 shall survive and the financial commitment specified according to Paragraph 7 shall be adjusted to reflect the work completed as of the date of termination.
15. The provisions of this Agreement may be amended by mutual written agreement of SPONSOR and WPI as circumstances require to meet the needs of a specific project.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed in duplicate originals by its duly authorized officers or representatives.

SPONSOR

WORCESTER POLYTECHNIC INSTITUTE

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

