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|  | **AGREEMENT FOR INDUSTRY- SPONSORED STUDENTS’ PROJECT**  |

## General Information

Thank you for your interest in supporting a Tennessee Tech Students’ Project (“Project”). This course project is carried out by undergraduate students, and it provides them with the opportunity to work in teams on real-world challenging projects proposed by an industrial sponsor. Each Project is guided by a faculty leader (“Coordinator”), who serves as liaison between the industrial sponsor (“Sponsor”) and the student(s) working on the Project (“Student(s)”). This Project Agreement (“Agreement”) sets out the terms of Project performance and consists of the information on this page, the Terms and Conditions on the reverse side, and any attachments hereof. This written Agreement constitutes the entire and only agreement between the parties relating to the Project and supersedes all prior negotiations, representations, agreements and understandings. The term of this Agreement shall be from the date of final execution until the completion of the Project or for a period of one year following execution, whichever is sooner. The Agreement term may be extended with mutual agreement of the parties. Any term extension or other change to the Agreement requires a written amendment signed by each party’s authorized official. Either party may terminate this Agreement with 30 days’ prior written notice.

## Project Description

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| *Attach additional page(s) as needed to fully describe Project* |

## Sponsor Information

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| --- | --- |
| Sponsor Name: |  Signature: Date: |
| Address: |  |
|  | Street Address |
|  |  |  |  |
|  | City | State | ZIP Code |
| Contact Person: |  |  |  |
| Phone: |  | Email: |  |

## Sponsor Financial Commitment

As consideration for Tennessee Tech’s performance, Sponsor agrees to pay Tennessee Tech, prior to commencement of the Project, a non-refundable amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which will be used to offset costs related to the Project. Tennessee Tech shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.

## Coordinator Information

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| Coordinator Name: |  Signature: Date:  |
| Phone: |  | Email: |  |

**TERMS AND CONDITIONS:**

1. The undergraduate students’ project is educational in nature and intended to facilitate student learning. Students may make mistakes as a natural, expected, and appropriate aspect of the educational process. Therefore, Tennessee Tech will perform Project on a “best efforts” basis only and does not guarantee specific deliverables. Tennessee Tech specifically disclaims all warranties or representations, either express or implied, for merchantability or fitness for a particular purpose, including, without limitation, that any product does not infringe any patent, copyright or trademark right, as to any work performed under this Agreement.
2. Sponsor understands that Tennessee Tech may be involved in similar design work through other faculty on behalf of itself and others. Tennessee Tech shall be free to continue such work provided that during the term of this Agreement, it is conducted separately from the Project, and Company shall not gain any rights via this Agreement to other design work.
3. The Project is not subject to peer review or independent verification of results. Sponsor agrees to indemnify Tennessee Tech, its Board of Trustees, and the State of Tennessee, including their agents, employees, students and volunteers against any and all harm, loss, liability claims or damages which may arise from Sponsor’s use of the Project results in whatever manner or form.
4. The project is supported by an industrial sponsor and students work in teams. There is no expectation of an invention in the course. However, in the event there is an invention, Tennessee Tech and the Sponsor agree to negotiate in good faith regarding ownership of the invention.
5. Confidential Information
	1. “Confidential Information” means any oral, written, graphic or machine readable information including, but not limited to, that which relates to patents,
	patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 30 days) after the oral disclosure.
	2. Confidential Information does not include information that:
		1. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party;
		2. was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
		3. is disclosed with the prior written approval of the disclosing party;
		4. was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by employees of the receiving party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;
		5. becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party’s rights; or
		6. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
6. Nondisclosure or use of Confidential Information
	1. Each party agrees to:
		1. use Confidential Information disclosed to it by the other party to the extent required to carry out the Project or for necessary internal or educational processes;
		2. take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party;
		3. notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the other’s Confidential Information;
		4. return materials or documents (including any copies made thereof) furnished by one party to the other in connection with the Agreement, within 10 days after Project is completed or terminated or upon written request by the disclosing party.
	2. Should either party require a non-disclosure agreement, such agreement shall be negotiated in good faith and signed by each party prior to commencement of the Project.
	3. The foregoing commitments of each party shall survive any termination of this Agreement, continuing for a period terminating on the later of (a) four (4) years following the expiration date of this Agreement or (b) three (3) years from the date Confidential Information is last disclosed under this Agreement.
7. To the extent allowed by Tennessee law, Tennessee Tech is solely responsible for the safety of the students in all Project-related activities, except those activities that are conducted on the Sponsor’s premises and supervised by Sponsor’s employees.
8. Neither party is authorized or empowered to act as agent for the other as to any matter, nor shall either be bound by the acts or conduct of the other.
9. This Agreement shall be governed by the laws of the State of Tennessee, without regard to its choice of law principles.
10. Each party agrees to comply with all applicable state and federal laws, including, but not limited to those related to nondiscrimination and conflict of interest.

**The parties confirm their consent to this Agreement with their signatures below:**

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| **CHAIR:** | **TENNESSEE TECH UNIVERSITY** |

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| By: |  |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: |  |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: |  |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  Date: |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 **DEAN:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_