

**Lawrence Technological University  
Industry Engagement Process  
Draft of August 2010**

## **Introduction**

Lawrence Technological University has a well-established history of collaborating with entrepreneurs and companies for the mutual benefit of industry and students. From Lawrence Tech's founding in 1932, when the university collaborated with Henry Ford to create engineering and management programs that were accessible to his employees, to the present day where Lawrence Tech students and faculty conduct research and create designs and prototypes for a breadth of industries, Lawrence Tech has focused on creating flexible opportunities for collaboration.

To better serve the needs of industry, Lawrence Tech has created a streamlined Industry Engagement Process. This Process is designed to expedite the creation of partnerships with industry sponsors for specific projects and programs, while being flexible enough to ensure that the terms of the university-industry relationship best fit the needs of both parties.

This document describes the process through which individuals and companies can come together in cooperation with Lawrence Tech for theoretical and applied research. We invite any questions and discussions, and look forward to a strong partnership.

## **About Lawrence Tech**

Founded in 1932, Lawrence Technological University is a premier private university providing superior education through innovative programs, cutting-edge technology, small class sizes, and a commitment to theory and practice. Lawrence Tech offers nearly 100 undergraduate and graduate programs in Architecture and Design, Arts and Sciences, Engineering, and Management.

Many of Lawrence Tech's degree programs are innovative new programs added in direct anticipation of changes in the global economy, and in technology and industry. We have some 30,000 graduates and educate nearly 5,000 students each year, representing 26 states and 25 nations.

Since its first cooperative relationship with Henry Ford in 1932, Lawrence Tech has become a resource to local and national companies. With the motto *Theory and Practice*, Lawrence Tech is known for providing students practical experiences within the classroom beginning in their freshman year. Employers and industry partners consistently find that Lawrence Tech students are the best prepared for hands-on projects from day one, and are willing to take initiative to solve problems and communicate.

Lawrence Tech offers a wide variety of opportunities for students to complete projects. All undergraduate degree programs have a senior project or capstone course suited for the ability to work on an industry project. Students can also take project-based courses earlier in their undergraduate career; work on projects for internship credit; or complete projects through the Quest program<sup>1</sup>.

## **Project Investigation and Execution Process**

When Lawrence Tech and an industry professional see a potential mutual benefit in working together on a project, the following process will be used to (a) ensure that the project meets the educational and research goals of Lawrence Tech; (b) ensure that adequate faculty and student

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<sup>1</sup> The Quest program allows undergraduate students to work on real-world projects in art, leadership or research outside of the classroom with guidance from a faculty member and/or industry professional.

resources are available for working on the project; and (c) ensure that the industry sponsor is comfortable with the plan for executing the project.

**Step 1:** The industry professional provides a Lawrence Tech faculty or administration representative with a brief written overview of the proposed project. The parties may agree to execute a confidentiality agreement at this or any stage of the process.

**Step 2:** The Lawrence Tech representative reviews the description and makes an initial determination as to the suitability of the project for Lawrence Tech's goals, with input from any other appropriate departments.

**Step 3:** If the project is suitable for student and/or faculty research, the Lawrence Tech representative may request the industry professional to present the project opportunity to a group of students and/or faculty, or otherwise assist in the determination as to whether there are adequate resources to fulfill the project goals.

**Step 4:** Once a determination is made as to whether the project will go forward, and whether the majority of the work on the project will occur as part of a regularly scheduled course, directed study, Quest project, or other mechanism, the parties will execute the Sponsored Project Master Agreement and a Project Agreement (both can be found in this document)

**Step 5:** According to the terms of the Project Agreement, Lawrence Tech and the industry professional will communicate regularly and work together to execute the project. The project will end with a written summary that describes what the project was, how it was completed, what resources were contributed, and the results of the project.

### **Industry Sponsored Project Master Agreement**

This agreement to collaborate on the Project identified below ("the Project") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Lawrence Technological University, a private not-for-profit educational institution located at 21000 W Ten Mile Road, Southfield, Michigan 48075 ("the University") and \_\_\_\_\_, a \_\_\_\_\_, located at \_\_\_\_\_ ("the Industry Sponsor.")

WHEREAS the University and the Industry Sponsor share a mutual interest in providing practical experience to students of the University; and

WHEREAS the University and the Industry Sponsor share a mutual interest in the subject matter of the Project; and

WHEREAS the Industry Sponsor wishes to have students and/or faculty members of the University perform the Project; and

WHEREAS the University and Industry Sponsor have determined the Project is consistent with their research and educational goals;

THEREFORE, in consideration of these premises and other good and valuable consideration described in this Agreement, the Industry Sponsor and the University enter into this Master Agreement and agree to abide by its terms and conditions unless expressly superseded by any Project Agreement as defined in Section 1 herein.

## Standard Terms and Conditions

### I. Definitions

- A. "Disclosing Party" means any party to this Agreement who discloses Proprietary or Export-Controlled Information to any other party to this Agreement.
- B. "Recipient" means any party to this Agreement who receives Proprietary or Export-Controlled Information.
- C. "Proprietary Information" shall include, but not be limited to, documents, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, non-public patent applications, know-how, experimental results, and specifications. Any and all disclosures under this Agreement shall be considered not an offer to sell, non-public, and all U.S. and foreign patent rights are expressly preserved.
- D. "Export Controlled Information" means technical data or information that is required for the design, development, production, manufacture, assembly, operation, repair, testing maintenance or modification of controlled commodities under the EAR or Defense Articles under the ITAR and that requires a license for its disclosure to all or certain foreign nationals under the applicable export control regulations. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research.
- E. "Final Project Report" means a written document summarizing how the Project was executed and explaining the outcome of the Project.
- F. "Project" shall mean the research or services described in one or more "Project Agreements."
- G. "Project Agreements" shall mean one or more sub-agreements attached to, governed by, and supporting this agreement defining, *inter alia*, the project scope, project definition and description, deliverables, payments, and terms and conditions that may supersede specified terms of this Industry Sponsored Project Master Agreement for a project. Project Agreements may be executed concurrently with, or subsequent to, the execution of this Agreement. Project Agreements shall set forth the following: "The Project described in the Project Description herein is subject to the terms and conditions of the Industry Sponsored Project Master Agreement between the Industry Sponsor and the University."
- H. "Project Results" means all data, inventions, discoveries, copyrightable works, software, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of the Project and related directly to the scope of the Project as defined in the relevant Project Agreement, whether or not such Project Results are patentable.

## II. **Project Execution**

- A. Project Agreement. No commitment is made by the Industry Sponsor to contract and pay for research or other services, or for University to conduct research or provide services, by the execution of this Master Agreement alone. Commitments for research projects and other services are made by the execution of Project Agreement(s) by both parties.
- B. University Representatives. The faculty member(s), student(s), and/or other University personnel identified in the Project Agreement (hereinafter the "Project Team") shall have primary responsibility to perform the Project. The University shall have sole control over the manner in which the Project is conducted. Subject to the approval of the Industry Sponsor, the University may appoint a successor to the Project Team if it is not able, for any reason, to complete the Project. The Industry Sponsor shall not unreasonably withhold approval. In any event, the University shall obtain each Project Team member's consent to the relevant terms of this Agreement. The University shall also obtain consent to the relevant terms of this Agreement from any third party which it engages to consult on or participate in the Project.
- C. Efforts and Results. The University agrees to work with its Project Team to use reasonable efforts to perform the Project. The University agrees to submit a Final Project Report as defined in the Project Agreement.
- D. Related Research. The Industry Sponsor understands and agrees that nothing in this Agreement interferes with the University's right to conduct research similar or related to the subject of the Project ("Related Research") provided Related Research is conducted separately from the Project and does not involve the unauthorized use of Industry Sponsor Proprietary Information. Industry Sponsor further understands and agrees that nothing in this Agreement grants Industry Sponsor any rights to intellectual property that is conceived of or reduced to practice in the performance of Related Research.
- E. Equipment. The University shall hold title in any equipment and materials that the University purchases, acquires, or fabricates with funds provided by Industry Sponsor as authorized under this Agreement.

## III. **Compensation**

- A. Payment and Payment Schedule: Sponsor will pay the University in accordance with any terms set forth in the Project Agreement.
- B. Issuance. All payments will be made payable to Lawrence Technological University. Payments should be sent to the following address:
  - Lawrence Technological University
  - Office of University Advancement
  - 21000 W Ten Mile Road
  - Southfield, MI 48075-1058

Payments shall include remittance advice as stated in the Project Agreement.

## IV. **Project Results**

- A. University Background Intellectual Property. “University Background Intellectual Property” means all Intellectual Property which has been created by or in the possession of the University prior to the date of the Agreement and reduced to practice by the University prior to the date of the Agreement or which is developed independently of the Agreement by the University, whether or not patentable, patented or the subject of a pending application for patent in the United States of America or any foreign country, including, but not limited to, any art, method, process, or procedure, machine, manufacture, design, composition of matter, or any new and useful improvement of any of the foregoing. The University shall retain the entire right, title and interest in and to University Background Intellectual Property under the Agreement. If Industry Sponsor desires to license University Background Intellectual Property, which is necessary to utilize University Intellectual Property, a license may be negotiated with University on the standard terms and conditions of the University’s licenses and subject to negotiation of an agreement between the University and Industry Sponsor on economic conditions.
  - B. Industry Sponsor Background Intellectual Property. “Industry Sponsor Background Intellectual Property” means all Intellectual Property which has been created by or in the possession of the Industry Sponsor prior to the date of the Agreement and reduced to practice by Industry Sponsor prior to the date of the Agreement or which is developed independently of the Agreement by Industry Sponsor, whether or not patentable, patented or the subject of a pending application for patent in the United States of America or any foreign country, including, but not limited to, any art, method, process or procedure, machine, manufacture, design, composition of matter, or any new and useful improvement of any of the foregoing. The Sponsor shall retain the entire right, title and interest in and to Industry Sponsor Background Intellectual Property under the Agreement.
  - C. Ownership of Project Results. The Industry Sponsor will own all rights, title to and interests in any and all Project Results that are created, conceived of, reduced to practice or authored solely by Industry Sponsor employees (“Industry Sponsor Project Results”). The Industry Sponsor will also own all rights, title to and interests in any Project Results that are created, conceived of, or reduced to practice by the University (or jointly by the University and the Industry Sponsor), subject to the Research License in Section V below. Notwithstanding the foregoing, any inventions made by either party which are not the intended product of the Project shall be owned by the party or parties hereto that made the invention.
  - D. Disclosure: From time to time, or at the reasonable request of the Industry Sponsor, the University shall provide the Industry Sponsor with updates on the progress of the Project.
  - E. Inventor or Author Status. A person’s status as inventor or author will be determined in accordance with U.S. laws.
- V. **Research License**

- A. Research License: The University reserves for itself a royalty-free, irrevocable license in the Project Results for internal, non-commercial purposes only, subject to the terms of this Agreement, except that the time period in VI.B.3 below shall be reduced to the period of 1 year for solely internal, non-commercial purposes. The University also reserves a royalty-free, irrevocable license in the Project Results for scholarly publication, subject to the terms of sections VI and VII below; and for purposes of advertising and publicizing the University, subject to the terms of Sections VI and VIII.

VI. **Proprietary and Export-Controlled Information**

- A. Sponsored Project Agreement Information. Either party may disclose the fact and general nature of this Agreement and the Project without prior approval from the other party.
- B. Mutual Non-Disclosure of Proprietary Information. The parties agree to the following terms with respect to any Proprietary Information that may be exchanged during the Project.
1. Information in permanently recorded form shall only be considered Proprietary Information provided it is clearly marked as "Confidential" or "Proprietary" or in a similar manner by Disclosing Party. When the Industry Sponsor provides such information to the University, the University reserves the right not to receive such information.
  2. Proprietary Information may be oral, visual, or by demonstration, or in some other form not permanently recorded, and shall only be considered Proprietary Information provided it is clearly identified within thirty (30) days after disclosure as Proprietary Information by a writing from Disclosing Party to Recipient specifically identifying and describing such information, and must be labeled or marked as "Confidential" or "Proprietary".
  3. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient (including its employees, agents and consultants) shall: (i) not disclose any Proprietary Information to any third party, (ii) restrict disclosure of Proprietary Information to only those employees who must be directly involved with the Proprietary Information for the Project, (iii) not use the Proprietary Information, for its own or any other party's benefit, except as contemplated by this Agreement, (iv) not copy or reproduce the Proprietary Information in any form, and (v) use, as a minimum, the same degree of care to avoid disclosure as it employs with respect to its own proprietary information of like importance, but in any case, no less than a reasonable degree of care. Recipient shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate the Disclosing Party to disclose to Recipient any particular information.



4. Information shall not be deemed Proprietary Information, and Recipient shall have no obligation of confidentiality or restriction against use with respect to any information which:
  - a. is already known and documented by Recipient; or
  - b. is or becomes publicly known through no wrongful act of Recipient; or
  - c. is rightfully received from a third party without restriction and without breach of this Agreement; or
  - d. is independently developed by an employee, agent or consultant of Recipient without breach of this Agreement; or
  - e. is furnished to a third party by Disclosing Party without a similar restriction on the third party's rights of disclosure or use; or
  - f. is approved for release by written authorization from Disclosing Party.
5. In the event Recipient is requested or required by a government or court order, or similar process, to disclose any Proprietary Information supplied to it by Disclosing Party, Recipient shall provide Disclosing Party with prompt notice of such request so that Disclosing Party may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver of compliance, Recipient is none the less, in the opinion of its counsel, compelled to disclose Proprietary Information received from Disclosing Party to any government agency, court or similar tribunal, or else be liable for contempt or suffer other censure or penalty, Recipient may disclose such Proprietary Information to such tribunal without liability under this Agreement.
6. All Proprietary Information disclosed to Recipient, and all tangible property embodying the same, shall be and remain the property of Disclosing Party. Proprietary Information, along with all copies and portions thereof, shall be promptly returned to Disclosing Party upon written request from Disclosing Party.
7. Nothing contained in this Section VI shall be construed as granting or conferring to Recipient any rights by license or otherwise, either expressly or by implication, to any Proprietary Information disclosed by Disclosing Party to Recipient as a result of this Agreement. Nothing contained in this Section VI shall be construed as creating any obligation to refrain from entering into a business relationship with any third party.
8. Disclosing Party understands that Recipient may currently or in the future be developing Proprietary Information internally, or receiving Proprietary Information from other parties that may be similar to Disclosing Party's Proprietary Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not independently develop products, for itself or for others, that compete with

the products or systems contemplated by Disclosing Party's Proprietary Information.

9. Each party shall retain sole ownership of all rights, including all intellectual property rights, in its Proprietary Information, unless agreed elsewhere in this Agreement or any Project Agreement. Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws.
10. Neither this Agreement nor the disclosure of Proprietary Information to Recipient shall be construed as a warranty against infringement of trademarks, patents, copyrights, trade secrets, or other intellectual property rights of third parties. Neither party may assign its rights or obligations under this Section VI.
11. No representation or warranty is made as to the accuracy, completeness, or technical or scientific quality of any Proprietary Information disclosed under this Agreement and Discloser shall have no liability to Recipient on account of the disclosure of the Proprietary Information to and/or any use of the Proprietary Information by Recipient.
12. This Agreement contains the entire understanding between the parties relative to the protection of Proprietary Information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto.

C. Export-Controlled Information.

1. The parties shall notify one another before the exchange of any Export-Controlled Information. In the event that Industry Sponsor identifies its information as Export-Controlled Information, the University reserves the right not to receive such information.
2. Without limiting the foregoing, the Receiving Party agrees that it will not transfer any Export-Controlled Information, to include transfer to foreign persons employed by or associated with, or under contract to the receiving Party, without the authority of any export license or applicable license exemption.

VII. **Publication Rights**

- A. If either party wishes to publish any results or conclusions from the Project, the party who so wishes to publish ("the Author") must notify the other party and allow the other party to review any proposed publication thirty (30) days prior to submitting it for publication. If within said period the other party identifies proprietary information which it desires to protect, and notifies the Author in writing that it wishes publication of identified portions to be delayed, the Author will use its best efforts to cause publication to be delayed for up to an additional sixty (60) days in order that a patent application may be prepared and filed, or other protective measures may be taken. If, within the thirty (30) day review period, the other party identifies information that it disclosed and is Proprietary,

the Author will delete such information from any publication proposed during the confidentiality period, and the parties shall work in good faith to develop substitute language that is scientifically comparable but does not disclose the other party's Proprietary information.

- B. The University will advise the Project Team of the above obligation.
- C. The Author shall have the final right to determine the scope and content of any paper or presentation, subject to the limited right of review granted the other party under section VII.B.

VIII. **Publicity.** Unless explicitly otherwise stated in writing, the University shall have the right to photograph and disseminate the likeness of the subject matter of the Project, subject to the terms of sections V and VI. The University shall also have the right to photograph and disseminate the likeness of those employees and/or representatives of Industry Sponsor who are involved with the Project, with the individual permission of such employees and/or representatives. The scope of this right extends to the University website, press releases, University publications and brochures, and other media. However, neither party shall, in advertising, on the internet, and the like, use the name or marks of the other without written permission. Neither party shall take photographs, film or otherwise capture images, sound or video of the other's facilities, production equipment, etc., without written permission.

IX. **Facilities and Equipment.**

- A. Industry Sponsor may lease or lend (on a bailment basis) University its own equipment, machinery, materials, facilities and other items (hereinafter referred to as the "Sponsor Property") on the following conditions.
  - 1. University shall obey all the warnings and instruction of the Sponsor Property given by Industry Sponsor;
  - 2. University shall use the Sponsor Property solely for the purpose of the Project;
  - 3. University shall not lease, or provide in any way the Sponsor Property to a third party without a prior approval of Industry Sponsor;
  - 4. University shall properly house and maintain Sponsor Property; and
  - 5. University shall prominently mark it as property of Industry Sponsor.

Industry Sponsor will have, upon prior reasonable notice to University, the right to enter University's premises to inspect Sponsor Property. Upon request at any time and following receipt of payment for the work, University will deliver Sponsor Property F.O.B. University's facility, properly packed and marked in accordance with the requirements of Industry Sponsor.

- B. Industry Sponsor shall be solely responsible for the delivery to University of all Sponsor Property, and while in transit to or in storage, the risk of damage or loss of all such items shall be solely that of Industry Sponsor. University will cooperate with Industry Sponsor's directions regarding Sponsor Property,

including without limitation removal of the property from the University facility. Industry Sponsor agrees to reimburse University for University's costs in removing such Sponsor Property, plus 15%.

- C. Industry Sponsor represents and warrants that the Sponsor Property is sound and in proper operating condition. In addition, Industry Sponsor agrees that if the Sponsor Property should fail during its use causing damage to the University facility, or any equipment at the facility, Industry Sponsor shall be responsible and liable for such damage.
- D. University reserves the right to approve in advance all requirements and test programs of Industry Sponsor as to safety that will occur on University property or in the presence of or by University faculty, students and/or staff. Prior to conducting any tests for, or with, Industry Sponsor, the University reserves the right to inspect any and all Sponsor Property to determine whether such Sponsor Property appears to be appropriately configured and constructed for testing. However, by approving such items, University shall not be considered accepting responsibility for the test program, nor shall its approval of standards be considered as an endorsement as to the safety of the proposed testing.
- E. In the event that due to the fault of Industry Sponsor, or Industry Sponsor employees, the University facility is damaged, Industry Sponsor, or Industry Sponsor employees, shall immediately report such damage or loss to University. Industry Sponsor shall obey University's instructions and shall reimburse University the full cost of any repair or replacement required including, without limitations, any and all materials and labor. Except as otherwise expressly stated in a Project Agreement, Industry Sponsor shall be solely responsible for the delivery of all products and related Industry Sponsor owned testing equipment to the University facility, and while in transit to or in storage at the University facility the risk of damage or loss of all such items shall be solely that of Industry Sponsor. University will cooperate with Industry Sponsor's directions regarding Industry Sponsor's property, including without limitation removal of the property from the University facility. Where permitted by law, University waives any lien that University might otherwise have on any of Industry Sponsor's property. University will assign to Industry Sponsor any claims University has against third parties with respect to Industry Sponsor's property. In the event that University is requested by Industry Sponsor to remove any Industry Sponsor property from the University facility, Industry Sponsor agrees to reimburse University for University's costs in removing such Industry Sponsor property, plus 15%.
- F. Industry Sponsor shall maintain workers' compensation coverage on all of its employees working or visiting the University facility pursuant to applicable statutory requirements and limits.
- G. Industry Sponsor acknowledges that University shall, at all times maintain complete control of the University facility and shall have the right, in its sole discretion, including, without limitation, to prohibit Industry Sponsor's employees or agents from entering any area of the facility, and to remove Sponsor Property from the facility, if University personnel reasonably determine that there is a

threat to the safety and operation of other projects, tests or personnel, or with respect to maintaining the confidentiality of University or its customers, students, or other parties. All services provided by University under this shall only be conducted so long as such services are in compliance with University safety policies.

X. **LIABILITY AND DISCLAIMER OF WARRANTIES**

- A. No Guarantee of Results. The Industry Sponsor understands that the primary individuals involved in working on the Project may be students of the University. Therefore, the Industry Sponsor understands and agrees that the University cannot guarantee the results of the Project.
- B. Indemnification. Industry Sponsor and University will agree to defend, indemnify and hold each other harmless in proportion to and to the extent any liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party
- C. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS, STUDENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE PROJECT, PROJECT RESULTS, OR USE OF PROJET RESULTS BY ANYONE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. LIABILITY CAP. EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES WHATSOEVER RELATING TO OR ARISING OUT OF THE PROJECT AND/OR USE OF PROJECT RESULTS, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE TOTAL OF ALL AMOUNTS ACTUALLY PAID TO UNIVERSITY BY INDUSTRY SPONSOR UNDER THIS AGREEMENT.
- E. DISCLAIMER OF WARRANTIES. PROJECT RESULTS ARE PROVIDED AS IS. THE UNIVERSITY AND ITS RESPECTVE OFFICERS, AGENTS, STUDENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESEARCH RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED OR DEVELOPED BY EITHER OR BOTH PARTIES; THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESEARCH RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

XI. **Notices and Contacts**

- A. Required Notices: Any notices or requests one party is *required* to make to the other under this Agreement shall be in writing delivered by commercial overnight delivery or first class mail (air mail if not domestic), certified or registered, return

receipt requested, and addressed to the parties identified on Page 1 of this Agreement (or to such other address as the party to receive the notice or request so designates by written notice to the other.)

- B. Other Notices: The parties may use any method to communicate on matters that are not subject to a requirement of written notice.
- C. Effective Date of Notices. Notices and requests shall be deemed given as of the date received.

XII. **Termination**

- A. Termination for Breach: Either party may terminate this Agreement in whole or in part by written notice to the other party of its intent to terminate based on the other party's breach of any material warranty, term, condition or covenant of this Agreement. The written notice will specify the nature of the breach and shall become effective on the 31<sup>st</sup> day following receipt of notice by the party in breach party unless that party gives written notice that it has cured the breach prior to the expiration of the 30-day cure period.
- B. Termination: Either party may terminate this Agreement at any time when it determines termination is in its best interest after the completion of all existing Project Agreements.
- C. Effects of Termination: Within sixty (60) days following the expiration or earlier termination of this Agreement each party shall return to the other party any information or materials it received from the other party and is not entitled to retain under this Agreement. The University will submit a final report to Industry Sponsor of all funds received and expended for the Project and will refund the unused and uncommitted funding it received from Industry Sponsor but will be entitled to retain funds to cover previously made financial commitments that may not be cancelled without liability to University. The termination or expiration of this Agreement for any reason shall not affect either party's rights or obligations that accrued prior to the effective date of termination of this Agreement. No termination or expiration of this Agreement shall release the parties hereto from responsibilities they incurred prior to the effective date of termination. Articles IV-IX shall survive the termination or expiration of this Agreement.
- D. Renewal or Extension. The parties may extend or renew the term of this Agreement, in writing, under mutually agreeable terms and conditions.

XIII. **Disputes**

- A. Best Efforts. The parties agree to use their best efforts to resolve any disagreement that arises out of this Agreement and to forward disagreements to others in their organization for resolution when necessary.

XIV. **General**

- A. Assignment. University shall not assign or transfer its rights or obligations hereunder without modification to this Agreement. Subject to the foregoing, and to the terms of Section VI.10, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors,

assigns, legal representatives, and all corporations controlling them or controlled by them.

- B. Relationship of Parties: For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.
- C. Waiver. No provision of this Agreement shall be waived unless in writing and signed by all parties to this Agreement. The waiver of any provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.
- D. Severability. If any one or more of the provisions contained in this Agreement, or any application thereof is held to be invalid, illegal, or unenforceable in any respect for any reason, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.
- E. Governing Law. This Agreement shall be construed and governed by the laws of the state of Michigan.
- F. Captions. The captions, section numbers, and any table of contents appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, explain, or modify the scope or intent of such sections nor in any way affect this Agreement.
- G. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by the parties and their respective successors and assigns; provided, however, that Industry Sponsor may assign this Agreement, in whole or in part, only with the prior written consent of the University which consent shall not be unreasonably withheld.
- H. Modifications. This Agreement may be modified only by written agreement of the authorized representatives of each party.
- I. Force Majeure. Neither party will be liable for any failure to perform under this Agreement to the extent such failure is caused by any reason beyond the party's control including the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure to utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- J. Entire Agreement. This Sponsored Project Master Agreement, including any Project Agreements as described herein and executed concurrently with or following this Agreement, constitutes the entire understandings of the parties with

respect to the subject matter of this Agreement. All prior agreements, whether oral or written, are superseded by this Agreement.

**AGREED TO:**

**[Industry Sponsor – insert name here]**

**LAWRENCE TECHNOLOGICAL  
UNIVERSITY**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## Sample Project Agreement

The Project described in the Project Description herein is subject to the terms and conditions of the Industry Sponsored Project Master Agreement between the Industry Sponsor and the University, attached hereto.

**Project Team.** [Names of faculty member(s) and student(s)]

**Project Title.** [Brief title]

**Project Description.** [Brief description of project]

**Scope of Work.** [What will the students/faculty work on?]

**Payment Terms.** Industry Sponsor will pay the University \$\_\_\_\_\_ according to the installment schedule set forth below:

Payment 1: Fifty Percent (50%) of Payment due on execution of this Agreement and receipt of invoice from the University.

Payment 2: Thirty-five percent (35%) of Payment due upon receipt of invoice from the University on or about \_\_\_\_\_.

Payment 3: Fifteen percent (15%) of Payment due within thirty (30) days of the date the University submits the Final Project Report and a final invoice.

Remittance advice: When submitting payment by check, write the name of the project in the Memo line and submit per the Industry Sponsored Projects Master Agreement.

Other consideration: [note other consideration that the Industry Sponsor may provide, such as materials, significant use of Sponsor-owned equipment, etc.]

**Project Duration.** The Project Team will begin working on the Project on or about [START DATE], and estimates a completion date of [COMPLETION DATE]. If Project is not completed by [COMPLETION DATE], the Project Team and Industry Sponsor will discuss and implement a completion timeline.

**Project Contacts.** The primary contact person for the Industry Sponsor is [NAME], [ADDRESS/CITY/STATE/ZIP], [PHONE NUMBER], [FAX NUMBER], [E-MAIL ADDRESS]. The primary contact person for the Project Team is [NAME], [ADDRESS/CITY/STATE/ZIP], [PHONE NUMBER], [FAX NUMBER], [E-MAIL ADDRESS].

**Project Materials and Equipment.** The Project Team will use University-owned materials and equipment while working on this Project. Such use does not provide the Industry Sponsor any rights to or interest in University-owned equipment. Industry Sponsor may provide certain materials and/or access to equipment to the Project Team for the purposes of this Project. The University shall not be responsible for compensating Industry Sponsor for such materials or equipment. The Project Team shall only use such materials and/or equipment in good faith for the purposes of this Project, unless the parties agree otherwise.

**Final Project Report.** The Project Team will submit a Final Project Report to the Industry Sponsor by [DATE]. The Project Team and Industry Sponsor may mutually agree to extend the date due.

**Modifications to Industry Sponsored Project Master Agreement.** [Insert any terms that modify/supplement the terms of the Sponsored Project Master Agreement here. Such modifications may include: IP license terms if the project utilizes pre-existing IP owned by sponsor or university; publicity rights; the incorporation of a pre-existing non-disclosure agreement between the parties; terms that allow the University and Project Team rights to the commercialization of the Project Results; etc.] [If no supplemental/modifying terms are included, write "None."]

In the event that any terms in this Project Agreement conflict with the terms of the parties' Sponsored Project Master Agreement, the terms of this Agreement shall supersede such conflicting terms only. All other terms of the Sponsored Project Master Agreement are incorporated into this Project Agreement.

**AGREED TO:**

**[Industry Sponsor – insert name here]**

**LAWRENCE TECHNOLOGICAL  
UNIVERSITY**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## Sample Student Agreement

In consideration of [Industry Sponsor] ("Industry Sponsor") granting permission for Lawrence Technological University ("LTU") students to conduct certain project work at its facility and/or under its sponsorship, I, [Student Full Name] of Lawrence Technological University, Southfield, Michigan, hereby agree:

1. That I am familiar with and agree to work within the Industry Sponsored Project Master Agreement and Project Agreement (both attached hereto as Exhibit A) between Industry Sponsor and LTU, dated \_\_\_\_ and \_\_\_\_\_, including (without limitation) any confidentiality provisions therein;
2. That such work will be performed by me as a registered student at LTU for academic purposes and not as an employee of Industry for compensation;
3. That reports on the results of my studies will be made available to Industry Sponsor and LTU;
4. That I have been provided with a copy of the current Lawrence Technological University Policies Related to Intellectual Property and have read and understood the terms and conditions of the policy;
5. That ownership rights to any inventions, discoveries, know-how or products produced or developed while working on the project shall be governed by the terms of the Industry Sponsored Project Master Agreement;
6. That I will abide by the rules and regulations in force and effect at Industry Sponsor's facility during my presence there; and
7. That I hereby release and agree to hold harmless Industry Sponsor, its officers, agents, or servants, from any and all liability for personal injuries to me or damage to or loss of any of my personal property suffered in connection with the performance of said project work unless such injuries, damage, or loss are due solely to negligence on the part of Industry Sponsor or its employees.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Mailing address: \_\_\_\_\_

Signature: \_\_\_\_\_

## Sample Faculty Agreement

In consideration of [Industry Sponsor] ("Industry Sponsor") granting permission for Lawrence Technological University ("LTU") students to conduct certain project work at its facility and/or under its sponsorship, I, [Faculty Full Name] of Lawrence Technological University, Southfield, Michigan, hereby agree:

1. That I am familiar with and agree to work within the Industry Sponsored Project Master Agreement and Project Agreement (both attached hereto as Exhibit A) between Industry Sponsor and LTU, dated \_\_\_\_\_ and \_\_\_\_\_, including (without limitation) any confidentiality provisions therein;
2. That I am under no obligation to Industry Sponsor to directly participate in the completion of the Project referred to in the Project Agreement;
3. That I have been provided with a copy of the current Lawrence Technological University Policies Related to Intellectual Property and have read and understood the terms and conditions of the policy;
4. That I have previously executed, or have executed and attached hereto, the University Copyright and Technology policy Agreement;
5. That ownership rights to any inventions, discoveries, know-how or products produced or developed while working on the project shall be governed by Lawrence Technological University Policies Related to Intellectual Property and the Industry Sponsored Project Master Agreement;
6. That I will abide by the rules and regulations in force and effect at Industry Sponsor's facility during my presence there; and
7. That I hereby release and agree to hold harmless Industry its officers, agents, or servants, from any and all liability for personal injuries to me or damage to or loss of any of my personal property suffered in connection with the performance of said project work unless such injuries, damage, or loss are due solely to negligence on the part of Industry or its employees.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Mailing address: \_\_\_\_\_

Signature: \_\_\_\_\_