



STUDENT PROJECT AGREEMENT

This Student Project Agreement (“**Agreement**”) is entered into between _____ with its principal address at _____, herein after referred to as “**Sponsor**”, the California Polytechnic State University with its principal address at 1 Grand Ave., San Luis Obispo, CA 93407, herein after referred to as “**Cal Poly**”. Each is a party to this agreement and are collectively called the parties.

Background

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 has agreed to 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: patentable and non-patentable inventions, designs, trademarks, works subject to copyright, trade secrets, and processes.

Please check one of the following clauses:

☐ The Parties hereby agree that all rights and title to Intellectual Property, whether patentable or copyrightable or not, resulting from any project conducted under this agreement and made jointly by the parties shall belong jointly to the parties. The parties will negotiate in good faith an equitable sharing of such Intellectual Property. All rights and title to Intellectual Property whether patentable or copyrightable or not, resulting from any project conducted under this agreement and made solely by Student or Advisor of Cal Poly shall belong to Cal Poly. All rights and title to Intellectual Property, whether patentable or copyrightable or not, resulting from any project conducted under this agreement and made solely by Sponsor or employees of Sponsor shall belong to Sponsor. Any existing Intellectual Property owned by Cal Poly prior to the effective date of any collaboration shall remain the sole property of Cal Poly and not subject to the terms of this agreement. Any existing Intellectual Property owned by Sponsor prior to the effective date of any collaboration shall remain the sole property of Sponsor and not subject to the terms of this agreement. Accordingly, this agreement does not grant any license of the Sponsor’s Intellectual Property to the University, Advisor, or Student nor does it grant any license of University, Advisor, or Student intellectual property to the Sponsor.

☐ 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, Cal Poly agrees to assign to Sponsor all rights to Intellectual Property that Cal Poly may obtain in all works that any Student or Advisor creates in connection with the Project funded by Sponsor.

Proprietary 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 proprietary information of each other's organization, including processes, techniques, specifications, data, or know-how collectively referred to as **"Proprietary Information."** The parties agree to preserve in confidence all Proprietary Information reduced to writing and marked as such for a period not to exceed three years.

Publication

Cal Poly, 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 Proprietary 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 object to such proposed presentation or proposed publication, either because there is patentable subject matter that needs protection and/or there is proprietary or confidential information of Sponsor contained in the proposed publication. In the event that Sponsor makes such objection because of confidential or proprietary 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, Cal Poly will not use the name of the Sponsor, or its employees or subcontractor of the Sponsor, in any publicity without approval of the Sponsor.

Requirement for Sponsor approval is waived if information is disclosed pursuant to an order of a court of competent jurisdiction, by operation of law, or a valid administrative or Congressional subpoena, provided that Cal Poly notifies and cooperates reasonably with efforts to contest or limit disclosure of such order, which efforts to contest or limit disclosure shall be the sole financial responsibility of the Sponsor.

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

Sponsor

Cal Poly Faculty Advisor

Sponsor Name *Date*
Title

Faculty Advisor Name *Date*
Title, Department

Cal Poly Administration

Cal Poly Student

Bradford Anderson *Date*
Interim Vice President for Research and Economic
Development

Student Name *Date*
Department

Cal Poly Student

Cal Poly Student

Student Name *Date*
Department

Student Name *Date*
Department