|  |  |
| --- | --- |
| SPONSORED STUDENT PROJECT AGREEMENT **Statement of Work** | |
| **cLEMSON uNIVERSITY iNFORMATION** | **SPONSOR Information** |
| Course/Project Number:  Course/Project Title:  Department:  College:  Semester(s):  Year:  Meeting Time and Place:  University Instructor:  Name:  Address:    City:  State:  Zip Code:  Phone:  Fax:  Email:  University Agreement Reference No. (if any): | Name:  Attn:  Address:    City:  State:  ZIP Code:  Phone:  Fax:  Email:  Sponsor Point of Contact:  Name:  Address:    City:  State:  Zip Code:  Phone:  Fax:  Email:  Sponsor Agreement Reference No. (if any): |
| **make checks payable to “Clemson University” and send to:** | **Send invoice to:** |
| Clemson University  Attn:  Address:    City:  State:  Zip Code:  Phone:  Fax:  Email:  Reference Course/Project Number and Course/Project Title. | Name:  Address:    City:  State:  Zip Code:  Phone:  Fax:  Email: |
| **Project Information** | |
| **Project Title.** | |
| **Problem Description** (describe the practical technical/commercial issue or question posed by Sponsor as the basis of a Project for one or more teams). | |
| **Student Teams Assigned to Project.** *(attach additional sheets if necessary)*   |  |  | | --- | --- | | **Team** | **Student Team Members** | | A |  | | B |  | | C |  | | D |  | | E |  | | |
| **Deliverables** (Note: any prototypes, models, or other deliverables provided to Sponsor by University are intended as proof-of-concept only for Sponsor’s internal research and development and not intended for commercial use or distribution). *(attach additional sheets if necessary)*   |  |  | | --- | --- | | **Description** | **Due Date** | | Final Project Report |  | |  |  | |  |  | |  |  | |  |  | | |
| **Project Term.**  Start Date (on or after Effective Date):  End Date: | |
| **Project Fee.**  Fee per Team, if applicable (in US Dollars): $  Total Project Fee to be paid by Sponsor upon receipt of University invoice (in US Dollars): $ | |
| **In-Kind Project Support** (describe any materials, equipment, supplies, or personnel time provided by Sponsor to University for performance of the Project (if any)). | |
| **Terms and Conditions.**  This Project Statement of Work is subject to the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference. | |
| **Approvals.**  Signatures on next page. Remainder of page intentionally left blank. | |

|  |  |
| --- | --- |
| **Approvals** | |
| This Agreement is effective as of the date of the last signature of an authorized representative of the parties below (the “Effective Date”). This Agreement may be executed in any number of counterparts, all of which, when executed and delivered by facsimile, email, or US mail, will have the force and effect of an original. This Agreement will be considered void unless countersigned by an authorized representative of a party within thirty (30) calendar days of signature by the other party’s authorized representative. | |
| **cLEMSON uNIVERSITY**  Authorized Official:  R. Larry Dooley, Ph.D.  Interim Vice President for Research  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  University Approval Requested by:  Instructor:  Name:  Instructor’s Department Chair:  Name: | **SPONSOR**  Authorized Official:  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sponsor Point of Contact:  Name: |

|  |
| --- |
| SPONSORED STUDENT PROJECT AGREEMENT |
| **exhibit a - terms and conditions** |

1. Statement of Work. Sponsor desires to have University student(s) enrolled in a University course for academic credit undertake one or more projects (each a “Project”) defined in a statement of work in the form and format attached hereto (each a “Project Statement of Work”) and performance of the Project(s) is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education. University students, either working individually or with one or more other students, will be assigned to the Project(s) and will use reasonable efforts to perform the Project(s), subject to the terms herein and limitations of the compensation specified herein, under the direction and supervision of a qualified faculty member assigned by University, the Instructor identified in the Project Statement of Work. The Instructor will be the University’s primary point of contact for Sponsor’s Point of Contact identified in the Project Statement of Work for any administrative matters and notices under this Agreement. The manner of performance of a Project will be determined by the student(s) performing the Project. University’s Instructor and Sponsor’s Point of Contact for the Project will meet as mutually agreed during the Project Term to review and discuss Project progress and results. Sponsor’s Point of Contact will be responsible for providing any Sponsor information and materials necessary for performance of the Project to University and, as appropriate and agreed to by the Instructor, will arrange site visits to Sponsor’s facilities.
2. Period of Performance. A Project will start on the Start Date specified in the Project Statement of Work and continue through the End Date specified in the Project Statement of Work (the “Project Term”), unless the Project is completed earlier or this Agreement is terminated in accordance with Section 10. The Project Term may be extended only by mutual written agreement of authorized representatives of the Parties.
3. Consideration. As consideration for University’s performance of a Project, Sponsor will pay to University the Total Project Fee for that Project specified in the Project Statement of Work upon receipt of invoice from University. Any in-kind support of materials, equipment, supplies, or personnel time provided by Sponsor to University for a Project should be specified in the Project Statement of Work.
4. Reports. University will require each team assigned to a Project as identified in the Project Statement of Work to submit a final report in which results of the Project are presented and University’s Instructor will forward a copy of the report to Sponsor’s Point of Contact as the Project deliverable. University will notify Sponsor’s Point of Contact of the time and place at which presentation of the Project report will be made so that Sponsor’s Point of Contact may attend such presentation. University will submit any other reports or deliverables required by the Project at the dates agreed upon in the Project Statement of Work.
5. Intellectual Property. By institutional policy, University claims ownership of the work product (including reported data and potentially patentable technology) of students conceived or first reduced to practice in the course of performing a sponsored project. This claim of ownership specifically includes the reports submitted by students performing a Project and extends to all models, prototypes, and technology conceived or first reduced to practice in the performance of the Project. Sponsor will have ninety (90) calendar days from submission of a full and complete copy of the final report by a Project team to Sponsor to notify University, or its designee, in writing of its desire to take assignment of any invention or discovery conceived or first reduced to practice in the performance of the Project and reported to Sponsor in the final report. If Sponsor notifies the University, or its designee, of its desire to take assignment of such invention or discovery within the ninety (90) calendar day period, subject to third party rights, if any, and upon Sponsor’s payment of Ten Thousand U.S. Dollars ($10,000.00), University, or its designee, will assign to Sponsor all right, title and interest in and to such invention or discovery. If Sponsor does not notify the University, or its designee, of its desire to take assignment of such invention or discovery within the ninety (90) calendar day period, the rights to such invention or discovery will be disposed of in accordance with University policies with no further obligation to Sponsor. Regardless of any rights granted to Sponsor in accordance with this Section 5, University retains and Sponsor hereby grants to University an irrevocable, worldwide, royalty-free, non-exclusive right to use all Project results and any invention or discovery, patentable or not, that is conceived or first reduced to practice in the performance of the Project for teaching, research, and educational purposes, with the right to sublicense such rights to the student(s) performing the Project. University does not guarantee that any inventions or discoveries will result from the Project or that any resulting inventions or discoveries will be free of dominance by other rights, including rights based on inventions or discoveries made by University personnel independent of the Project.
6. Confidentiality. If during the course of this Agreement, the Parties deem it necessary to exchange confidential or proprietary information, the Parties will execute a separate nondisclosure agreement in the form of University’s standard Nondisclosure Agreement available online at <http://www.clemson.edu/research/sponsored/forms-and-templates.html> or any other form as mutually agreed to by the Parties. The terms of such Nondisclosure Agreement will be incorporated herein by reference. In accordance with University policy, the University Instructor will notify students performing a Project of confidentiality obligations under such Nondisclosure Agreement.
7. Publication. Sponsor recognizes that a primary responsibility of an institution of higher education is the development, cultivation and dissemination of new knowledge resulting from its research programs, and in accordance with said responsibility, any persons engaged by University in the Project will have the right to present or publish the results of the Project, except for any Sponsor “Confidential Information” as defined in a Nondisclosure Agreement executed in accordance with Section 6. University shall provide Sponsor a courtesy copy of any proposed public presentation or publication disclosing the results of the Project.
8. Use of Names. Statements from a Party concerning this Agreement or the performance or results of the Project wherein the name of the other Party is identified will not be made or released to any medium of public communication except with the prior, written consent of the other Party’s Authorized Representative. Without the prior written approval of University’s Authorized Representative, Sponsor will not state or imply that University has tested or approved any product or process.
9. Warranty/Liability/Indemnity. ANY AND ALL INFORMATION, RESULTS, REPORTS, DATA, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY UNIVERSITY PURSUANT TO THIS AGREEMENT (INCLUDING THE DELIVERABLES), ARE GRANTED AND/OR PROVIDED ON AN “AS IS” BASIS. UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. University will not be liable for any indirect, consequential, special or other damages, suffered by Sponsor or any third party as a result of the use of Project results, reports, data or deliverables regardless of the nature of the claim and even if advised of the possibility of such loss or damage. University’s total liability will not exceed the total fees contemplated being paid by Sponsor to University under this Agreement. Sponsor will indemnify, defend, and hold harmless University, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorneys’ fees) arising out of injury (including death) or property damage suffered by any person arising out of Sponsor’s breach of its obligations hereunder, its acts or omissions, and use or possession by Sponsor or any third party acting on behalf of or under authorization from Sponsor of any and all information, reports, data, materials, services, intellectual property and other property, and deliverables produced hereunder, excepting for any such liability, damages or claims (including attorneys’ fees) resulting from negligence or willful malfeasance by University, its employees, officers and agents.
10. Termination. Either Party may terminate this Agreement at any time by providing the other Party written notice thirty (30) days in advance of the proposed termination date. If a Project is in process at the time of termination, University shall invoice Sponsor for all costs, including non-cancelable commitments, incurred prior to receipt of the termination notice which have not been reimbursed. Termination of this Agreement by either Party for any reason will not affect the rights and obligations of the Parties that accrued prior to the effective date of termination. Any provisions intended to survive termination of this Agreement will survive termination of this Agreement, including Sections 3, 5, 6, 8, 9, 10, 11 and 12.
11. Export Control Regulations. Parties acknowledge that any items, including information, software and commodities, provided under this Agreement may be subject to U.S. export control laws and regulations and agree to comply with all such laws and regulations. Sponsor agrees to provide written notice and export classification numbers prior to disclosing any export controlled items or information to University for use in the performance of the Project. Should University determine that it cannot comply with the relevant regulations, it may elect to immediately terminate the Project or this Agreement by providing written notice to Sponsor. Sponsor agrees to reimburse University for all costs incurred in the performance of the Project prior to termination under this Section 11 and agrees to indemnify University for all costs resulting from Sponsor disclosures of export controlled items.
12. Governing Law. Each Party agrees to comply with all applicable federal, state, and local laws and regulations in the performance of the Project. The University and this Agreement are subject to the South Carolina Freedom of Information Act (S.C. Code Ann. §30-4-10 et. seq.). This Agreement will be governed and construed in accordance with the laws of the State of South Carolina.
13. General Provisions.

Independent Contractor. For purposes of this Agreement, the Parties are independent contractors and neither may be considered an agent or an employee of the other at any time or for any purpose. No joint venture, partnership or like relationship is created between the Parties by this Agreement.

Assignment. Neither Party will assign or transfer any interest in this Agreement, or assign any claims for money due or to become due under this Agreement without the prior written approval of the other Party. Notwithstanding the foregoing, University may assign this Agreement or any of the rights or obligations hereunder, in its sole discretion, to another nonprofit entity dedicated exclusively to the support of University. Sponsor, upon written notice to University, may assign this Agreement to a successor in ownership of all or substantially all its business assets provided such successor agrees in writing to assume Sponsor’s obligations under this Agreement.

Notices. Notices, invoices, communications, and payments delivered hereunder will be deemed made when received by the University Instructor and Point-of-Contact for Sponsor. Notice given pursuant to this Section will be effective as of the day of receipt of notice. Either Party may change its contact information by notice to the other Party.

Entire Agreement. This document expresses the general terms and conditions under which a Project will be performed. A Project Statement of Work when signed by an authorized representative of University and Sponsor constitutes the specific performance obligations of each Party subject to the terms and conditions herein. Each Project Statement of Work will be attached hereto and the terms and conditions herein are specifically incorporated by reference into each such Project Statement of Work. This document together with such Project Statement of Work constitutes “this Agreement.” This Agreement constitutes the entire understanding between Sponsor and University with regard to the subject matter contained herein, and any previous discussion, negotiations, or agreements are superseded by this Agreement. If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in their entirety. In the event of a conflict between or among the terms and provisions of the main body of this Agreement and a Project Statement of Work, the main body of this Agreement will control. Any modification, alteration or amendment to this Agreement must be in writing and signed by duly authorized representatives of each of the Parties.