



LEHIGH
University



IPD/SPONSOR 2012 PARTNERSHIP AGREEMENT

Lehigh University

College of Arts & Sciences
College of Business and Economics
PC Rossin College of
Engineering and Applied Science
Integrated Product Development Program

Integrated Product Development (“IPD”) is a collaborative, project-based program (“IPD Program”) that matches a multidisciplinary student team with an industry sponsor to work on a real world project (“IPD Project”). IPD is an academic program of Lehigh University (the “University”) that requires students to submit materials or make presentations about their projects in order to receive academic credit. All work by student teams is performed in good faith by the students and is kept within the confines of the IPD Program. The IPD Program will not publish or otherwise publicly disclose any results of the IPD project. All work done by the IPD team, including any invention, improvement or discovery arising from the IPD Project, is documented, discussed, and presented only within the confines of the IPD Program. Only IPD students, related faculty and staff are present at the monthly project update sessions, called Tackboard Presentations. Project documents, when in electronic form and shared among IPD project participants within CourseSite, the password protected, university administered software programs, are also private. Given that Lehigh University is a private institution, the IPD course presentations are only open to course participants (students, related faculty & staff), and project findings are presented for grading purposes only, no public disclosure is knowingly made by the IPD Program.

The purpose of this Agreement is to help promote an effective and productive relationship between Lehigh University and the industry sponsor (the “Sponsor”) by setting forth the responsibilities of both parties. IPD Projects may cover a variety of topics and may occur in a variety of settings provided they meet the goals of the educational experience and are approved by the University. The University reserves the right to refuse participation in any project.

Faculty members at the University will serve as advisors to project teams and will direct and oversee the IPD Projects contemplated under this Agreement. This position is referred to in this Agreement as the “IPD Advisor.”

In consideration of the foregoing, and intending to be legally bound, the parties agree as follows:

1. **The Sponsor and the University agree:**

- a) to mutually determine the scope of the IPD Project, the Project completion date, and the location where the student team’s work will be performed;

- b) to establish the educational objectives of the IPD Project, devise methods for its implementation, and continually evaluate the progress of the IPD Project;
- c) to implement coordinated planning and evaluation of the IPD Project through regular communication between the Sponsor and the University's IPD Advisor, and to inform one another of changes reasonably relevant to the purpose of this Agreement (including, without limitation, changes in academic status of a student, availability of learning opportunities, or staff changes affecting either academic preparation or supervision of students);
- d) that Sponsor retains title to any patents, copyrights and trademarks embodied in (i) products and materials that Sponsor may provide to students for an IPD Project; and (ii) that Sponsor shall own all inventions, improvements and/or discoveries arising from an IPD Project;
- e) not to discriminate against IPD Project students on the basis of age, color, disability, gender, gender identity, marital status, national or ethnic origin, race, religion, sexual orientation, or veteran status.

2. The Sponsor agrees to:

- a) pay to the University, prior to commencement of the IPD Project, the sum of seven thousand five hundred dollars (\$7,500) for the benefit of the IPD Program;
- b) designate as its Company Mentor an appropriate staff member of the Sponsor who will be responsible for the planning, implementation and supervision of the IPD Project experience for the student team assigned;
- c) complete and return to the University an IPD Project Description and allow the University to publish the Project title and description in the semi-annual IPD information brochure as well as on the IPD website (www.lehigh.edu/ipd);
- d) if appropriate, provide the physical facilities and equipment necessary for the IPD Project experience and comply with all laws, statutes, ordinances and regulations applicable to Sponsor's facilities;
- e) refrain from asking students to sign a Non-Compete Agreement or a Confidentiality, Non-Disclosure or Secrecy Agreement (subject to the University's requirement that all students sign an IPD Student Acknowledgement Agreement and Release addressing confidentiality, in the form attached hereto as Exhibit A);
- f) complete and return the IPD Program evaluation form or online survey that it receives with its final report; and
- g) notify immediately the IPD Advisor or Director of any situation or problem which may threaten a student team's successful completion of the IPD Project.

3. **The University agrees to:**

- a) provide an IPD Advisor who will direct the IPD Project for the University and who will provide the Sponsor with appropriate information prior to and in connection with the IPD Project;
- b) instruct and encourage students to establish and maintain on-going communication with the Sponsor's designated Company Mentor on items pertinent to the IPD Project;
- c) advise students of their responsibilities to comply with the policies, rules and regulations of the University and the IPD Program, including the University's Policy on Intellectual Property;
- d) advise each student team about the importance of keeping Sponsor information learned during an IPD Project as confidential as possible; and
- e) cause each IPD Project student to sign the IPD Student Acknowledgement Agreement and Release.

4. **Indemnity and Insurance:** Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its respective directors/trustees, officers, employees, faculty, students and agents (collectively, the "Indemnified Party") from and against any and all claims, actions, damages, liabilities, costs and expenses (including attorneys' fees) including loss of life, bodily injury or damages to property (collectively, a "Claim") arising from any negligent or intentional wrongful act or omission or breach of this Agreement by the Indemnifying Party, except to the extent that such Claim arises from the negligent or intentional wrongful act or omission of the Indemnified Party.

The Sponsor and the University shall at all times maintain comprehensive combined general liability and property damage insurance of at least One Million Dollars (\$1,000,000) per occurrence. Each party shall supply a certificate of insurance to the other party.

5. **Disclaimer of Warranties and Limitation of Liability:** THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS (INCLUDING PROTOTYPES) OF THE IPD PROJECT, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE IPD PROJECT OR ANY UNIVERSITY INTELLECTUAL PROPERTY. EXCEPT AS PROVIDED IN SECTION 4 ABOVE, THE PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY OR ANY OTHER PERSON RESULTING

FROM THE IPD PROJECT OR THE USE OF ANY UNIVERSITY INTELLECTUAL PROPERTY.

6. **Term:** The term of this Agreement shall begin on January 16, 2012 and end on December 24, 2012, unless otherwise mutually agreed upon in writing.
7. **Termination:** If either party wishes to terminate this Agreement, such party shall provide at least thirty (30) days prior written notice to the other party, provided however, that in the event of material breach of this Agreement by either party, the other party may terminate this Agreement upon ten (10) days prior written notice to the other party.
8. **Compliance with Laws and Governing Law:** In the performance of this Agreement, each party agrees to comply with all laws, statutes, ordinances, and government regulations or rulings applicable to its activities and operations. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions.
9. **Amendment:** This Agreement may be revised or modified only by a written amendment signed by authorized representatives of both the University and Sponsor.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be signed by their proper and duly authorized representatives as of the date(s) indicated below.

SPONSOR COMPANY

LEHIGH UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Sponsor's IPD Project Supervisor

By: _____

IPD Advisor/Project Manager

Date: _____

Date: _____

SPONSOR ADDRESS & CONTACT INFORMATION:

Contact: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Additional Contact Information:

Contact: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____