

COMPUTER SCIENCE and BUSINESS PROGRAM (CSB)
Academic Partnership Sponsor Agreement

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

The Computer Science & Business Program's (CSB) Integrated Product Development program is a collaborative, project-based program ("CSB Program") that matches a student team with an industry partner to work on a real world project ("Project"). CSB 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 all results of teamwork will be open to the public for review unless otherwise stated herein.

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. CSB 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 CSB Projects contemplated under this Agreement. This position is referred to in this Agreement as the "CSB Advisor."

1. The Sponsor and the University agree:

- a. to mutually determine the scope of the CSB 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 CSB Project, devise methods for its implementation, and continually evaluate the progress of the CSB Project;
- c. to implement coordinated planning and evaluation of the CSB Project through regular communication between the Sponsor and the University's CSB 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 and all other proprietary rights embodied in (i) products and materials that Sponsor may provide to students for an CSB Project; and (ii) all inventions, improvements

and/or discoveries arising from an CSB Project;

e. not to discriminate against CSB Project students on the basis of age, color, disability, gender identity or expression, genetic information, marital or familial status, national or ethnic origin, race, religion, sex, sexual orientation, or veteran status; and

f. nothing herein creates any employment relationship, employment contract, partnership or other relationship between University, its employees, representatives or students, and Sponsor or Company Mentor. University agrees that its status shall be that of an independent contractor and not that of a servant, agent or employee of Sponsor.

2. The Sponsor agrees to:

a. pay to the University, upon commencement of the CSB Project, the sum of Eleven Thousand Dollars (\$11,000) per project for the benefit of the CSB 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 CSB Project experience for the student team assigned;

c. complete and return to the University a CSB Project Description Form and allow the University to publish the Project title and description in the semi-annual CSB information brochure as well as on the CSB website (www.lehigh.edu/csb);

d. if appropriate, provide the physical facilities and equipment necessary for the CSB Project experience;

e. refrain from asking students to sign a Confidentiality, Non-Disclosure or Secrecy Agreement (subject to the University's requirement that all students sign a CSB Program Statement concerning confidentiality, in the form attached hereto as Exhibit A);

f. complete and return the CSB Program evaluation form that it receives with its final report; and

g. notify immediately the University's CSB Advisor of any situation or problem which may threaten a student team's successful completion of the CSB Project.

3. The University agrees to:

a. provide a CSB Advisor who will direct the CSB Project for the University and who will provide the Sponsor with appropriate information prior to and in connection with the CSB 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 CSB Project;
- c. advise students and related faculty and staff of their responsibilities to comply with the policies, rules and regulations of the University and the CSB Program;
- d. advise each student team and related faculty and staff about the importance of keeping Sponsor information earned during an CSB Project as confidential as possible; and
- e. advise students that participation in the CSB Project does not create any employment relationship, employment contract, partnership or other relationship with Sponsor or Company Mentor.

4. Insurance and Indemnity: The Sponsor and the University shall at all times maintain Commercial General Liability insurance of at least One Million Dollars (\$1,000,000) per occurrence. Each party may request a certificate of insurance from the other party.

Each party to this Agreement (the "1st party" for purposes of this paragraph) shall, to the extent permitted by law, defend, indemnify and hold harmless the other party (the "2nd party" for purposes of this paragraph) and its trustees or directors, employees, and agents, from and against any liability, claimed liability, and related expenses, including attorney's fees, related to personal injury or property damage arising out of the negligent acts or omissions or willful misconduct, except to the extent that such liabilities, claimed liabilities, and related expenses may arise from the negligent acts or omissions or willful misconduct by the 2nd party, its trustees or directors, employees, or agents. The obligations of this paragraph shall survive termination of this Agreement with respect to events occurring prior to the date of such termination.

5. Term: The term of this Agreement shall begin on January 1, 2020 and end on December 31, 2020, unless otherwise mutually agreed upon in writing.

6. 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.

7. 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 signed this Agreement as of the date(s) indicated.

INDUSTRY SPONSOR

LEHIGH UNIVERSITY

[Insert Name of Sponsor]

By:_____ By:_____

Mr. Hank Korth
Co-Director CSB Program

Title:_____

Date:_____ Date:_____

By:_____ By:_____

Sponsor's CSB Project Supervisor:

CSB Program Manager
George Witmer

Date:_____ Date:_____

SPONSOR ADDRESS & CONTACT INFORMATION:

Address:_____

Telephone:_____

Fax:_____

E-mail:_____