

## **SPONSORSHIP AGREEMENT FOR ACADEMIC RESEARCH**

[COMPANY NAME, having a principal place of business at ADDRESS] (“Sponsor”), and Bucknell University, a non-profit institution of higher education, having a place of business at One Dent Drive, Lewisburg, Pennsylvania 17837, United States of America (“University”), enter into this Sponsorship Agreement for Academic Research (“Agreement”) and, intending to be legally bound, agree as follows:

1. **Scope of Work.** The scope of work includes the following (“Project(s)”) as further set forth in the Project Description(s) attached hereto and incorporated herein by reference: [Insert project title] project for the [Insert course name and number] course.

The Project(s) are intended to and will further the instructional, educational and research objectives of the University in a manner consistent with its status as a non-profit, tax-exempt institution of higher education. With regard to the Project(s), the Parties agree:

- a. The University cannot guarantee and makes no representations regarding the accuracy of any Deliverables, results or other work performed in connection with the Project(s), which will not be used by the Sponsor to publicly promote the sale of any product or service.
- b. The name of the University, including any faculty, staff or student working on the Project(s), shall not be used by the Sponsor in any publicity, advertising, or news release without prior written approval of an authorized representative of the University.
- c. The University gives no assurances, promises, or representations with respect to the applicability of any Deliverables, results or other work performed in connection with the Project(s) for any particularized use. The University disclaims and does not warrant in any way that Deliverables or other work provided by it are merchantable or fit for any particular use of any prospective user.
- d. All Deliverables, results and other work provided by the University are for information purposes only. Sponsor will ensure that any such Deliverables, results and other work are independently tested and verified prior to commercial, public or other non-research application. The University makes no warranties, express or implied, as to the Deliverables, results or other work or products of work created under this Agreement, including the ownership, merchantability, or fitness for a particular purpose of the research or any such invention or product, or the applicability of any study data or conclusions for any particularized use, or the patentability of any such work, results or Deliverables. This service is not intended, and shall not be construed as professional

consulting service or other professional advice. Sponsor will direct any questions concerning the propriety or legality of any activities herein to the appropriate regulatory agencies or other professionals. No test results or certifications from the University shall be included in any promotional literature regarding any product arising from the Deliverables, results or other work performed by the University in connection with the Project(s).

2. **Materials, Supplies and Equipment.** Materials, supplies, and equipment being provided by the Sponsor for the Project(s) are set forth in the Project Description(s).

3. **Deliverables.** The student team to which the University has assigned the Project(s) will produce as its Deliverable a final report to Sponsor at the conclusion of the Project(s). Any additional Deliverables shall be set forth in the Project Description(s).

4. **Project Mentor.** Sponsor has identified one of its employees to serve as a Project Mentor for the Project(s), as set forth in the Project Description(s). The Project Mentor is responsible for assisting the University with the planning, implementation and oversight of the Project(s), devoting a minimum of two hours per week per Project for consultation and feedback. Upon the request of the University, the Project Mentor will provide information necessary for the University to evaluate a student's performance on the Project(s). The Project Mentor shall remain under the sole control of Sponsor for all purposes related to this Agreement and shall not under any circumstances be considered an employee or agent of the University, nor shall Sponsor or the Project Mentor be entitled to any payment from the University in exchange for the Project Mentor serving in such role.

5. **Payment.** As consideration for the University's effort, academic expertise, and resources devoted to the Project(s), and the Deliverables to be provided, Sponsor shall: Make a lump sum payment of [insert written dollar amount] dollars (\$XX,XXX.XX) to the University upon execution of this agreement in support of the program. Payment shall be received within thirty (30) days of the agreement execution date in the form of [insert either "a check made payable to Bucknell University" or "Electronic Funds Transfer (EFT)/Automated Clearing House (ACH)."]. This is a non-tax deductible fee. Please send payment to:

Bucknell University  
Accounting Manager Grants

Sponsor Finance or Accounts Payable Contact:

[Insert name, address, and contact information]

Send Sponsor invoices to the attention of:

[Insert name, address, and contact information]

A separate invoice is required for this Project and will be sent to the contact listed above. A purchase order number [insert either "is" OR "is not"] required by the Sponsor to process the invoice. Vendor set up [insert either "is" OR "is not"] required by the Sponsor to process the invoice. If required, Sponsor will provide Bucknell's Administrative Assistant, Dean's Office &

Engineering Corporate Relations (contact information below), with the purchase order number and/or vendor set up information within seven (7) days of the last dated signature below.

Bucknell University  
Administrative Assistant, Dean's Office & Engineering Corporate Relations

6. **Term and Termination.** The term of this Agreement shall be from **August 21, 2023, to May 31, 2024**. The Agreement may be terminated upon written notice by either Party, with or without cause. If the University terminates the Agreement, all amounts paid by Sponsor and not yet expended in connection with the Project(s), as documented by the University, shall be returned to the Sponsor. If the Sponsor terminates the Agreement, the termination shall not take effect until all Project(s) that have commenced under this Agreement have been completed, unless agreed to in writing by the University.

7. **Insurance.** The Parties certify that they each have insurance coverage, as follows:

- a. The Parties maintain Workers' Compensation coverage as required by law.
- b. The Parties maintain general liability coverage of no less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate, written by an insurer rated A- or better by A.M. Best.
- c. The Parties maintain Employers' Liability coverage of no less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate, written by an insurer rated A- or better by A.M. Best.
- d. Sponsor maintains professional liability coverage of no less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate, written by an insurer rated A- or better by A.M. Best.
- e. Additional types or amounts of insurance required on a Project-specific basis are set forth in the Project Description.

8. **Release and Indemnification.** To the fullest extent permitted by law, each Party ("Indemnifying Party") agrees to release, indemnify and hold harmless the other Party ("Indemnified Party"), including its trustees, officers, employees, agents and students, from and against any claims, losses, demands, suits, damages and expenses of any kind (including, but not limited to, attorneys' fees and costs) relating to the Project(s) or this Agreement and arising from the negligent acts or omissions, or breach of this Agreement, by the Indemnifying Party, including, but not limited to, any and all claims for property damage, personal or bodily injury (including death), compensatory damages, business interruption or punitive damages. Sponsor shall indemnify and hold harmless the University from and against any claims, losses, demands, suits, damages and expenses of any kind (including, but not limited to, reasonable attorneys' fees and costs) related to Sponsor's subsequent use of the University's Deliverables hereunder.

9. **Intellectual Property.** Sponsor retains ownership rights of all products, processes, technologies and other intellectual property developed by the University and students as a result of their work on the Project(s). Sponsor will name students, staff and faculty contributing to the

Project(s) as inventors on any patent application covering any inventions arising out of the Projects(s). Students, staff, and faculty who are deemed inventors on any patent application covering any inventions arising out of the Project(s) agree to assign their rights in the patent application(s) to Sponsor in exchange for Sponsor's contribution to the course. All IP rights of the University, students, staff, and faculty arising from work on the Projects(s) will be assigned to Sponsor.

10. **Confidentiality.**

- a. The Parties recognize that it may be necessary to disclose information to the other that the disclosing party considers its proprietary and confidential information ("Confidential Information") to fulfill the objectives of the Project(s).
- b. **Confidential Information.**
  - i. Confidential Information means information that one Party discloses (the "Disclosing Party") in written, oral, graphic, electronic or physical form to the other Party (the "Recipient") that (i) is not generally known to the public and concerns scientific knowledge, know-how, processes, inventions, techniques, formulae, products, data, plans, software and similar information; (ii) is clearly marked, if disclosed in a tangible form, by the Disclosing Party as Confidential Information at the time of initial disclosure to the Recipient and/or, if disclosed verbally, is identified as being Confidential Information at the time of disclosure, then summarized and identified as Confidential Information in a writing marked "Confidential" furnished by the Disclosing Party to the Recipient within ten (10) business days of initial disclosure.
  - ii. Confidential Information does not include information that (i) the Recipient develops independently and without the benefit of Confidential Information of the Disclosing Party; (ii) the Recipient lawfully obtains from a third party that is, to Recipient's knowledge and reasonable assumption, under no obligation of confidentiality; (iii) is or becomes publicly available through no wrongful act of the Recipient; (iv) is known to the Recipient prior to receiving the information from the Disclosing Party, or (v) Recipient is obligated to produce to comply with applicable laws or pursuant to an order of a court of competent jurisdiction or a valid subpoena provided the Recipient provides reasonable notice to the Disclosing Party prior to making such a disclosure so the Disclosing Party may take appropriate action.
- c. **Disclosure of Export Controlled Technical Data.** Sponsor does not anticipate the need to disclose to the University, including its faculty, staff or students, technical data that are subject to control under the Commerce Control List of the Export Administration Regulations (excluding "EAR99"), the US Munitions List of the International Traffic in Arms Regulations, or "Sensitive Nuclear Technology" subject to the Atomic Energy Act (collectively, "Export Controlled Data"). Nonetheless, the Sponsor acknowledges that there is a strong likelihood that faculty, staff and/or students involved in fulfilling the Purpose may qualify as

foreign persons under those Export Control regulations and, as a result, the Sponsor agrees to comply with the following protocols if it determines it is necessary to disclose export controlled information.

- i. In the event the Sponsor believes it is necessary to disclose Export Controlled Data, it will first contact the University's Export Control contact identified below and provide a description of the Export Controlled Data along with a statement identifying the specific export control classification number under the Commerce Control List or the specific US Munitions List entry, as applicable, and the need to disclose the Export Controlled Data. The Sponsor acknowledges that the University will and must rely on the Sponsor's assessment of the export-controlled status of its information in deciding whether or not to accept the Export Controlled Data.

Contact:           Dean of Engineering

- ii. The University's Export Control contact will review the Export Controlled Data and will provide written notification to the Sponsor's Project Mentor as to whether the University will accept some or all of the Export Controlled Data. The University will incur no liability if it elects not to accept Export Controlled Data.
- iii. If the University agrees to receive Export Controlled Data, the Sponsor will only provide the data to the contact designated by the University and will mark all Export Controlled Data with an appropriate restrictive legend identifying the nature of control.

d. **Restrictions on Use.** The Recipient of Confidential Information will:

- i. Hold Confidential Information in confidence using at least the same degree of care it uses to prevent the disclosure of its own proprietary or confidential information, but in any event using no less than a reasonable standard of care; and
- ii. Use Confidential Information solely in support of the Purpose; and
- iii. Limit disclosure of Confidential Information to those of Recipient's employees, students and agents who have a need to know in order to fulfill the Purpose, obtaining the agreement of such persons to maintain and safeguard Confidential Information; and

- iv. Reproduce Confidential Information only as needed to fulfill the Purpose and ensure that all copies clearly identify the information as Confidential Information; and
  - v. Not disclose Confidential Information to any external third party without the prior written consent of the Disclosing Party and then only pursuant to a separate written nondisclosure agreement that is at least as restrictive as this Agreement.
- e. **Publication.** Sponsor recognizes that the methods and results of the Project must be available for publication by the University and agrees that faculty, staff and students engaged in the Project shall be permitted to present at symposia, conferences and professional meetings, and to publish in journals, theses or otherwise of their own choosing, provided that Sponsor shall be furnished a copy of the same thirty (30) days in advance of the submission of such proposed publication or presentation to a third party, so that Sponsor may review for **patentable or Confidential Information subject matter that requires protection.**
- f. **Duration of Obligations.** The obligations of confidentiality imposed under herein shall continue for a period of one (1) year from the date of termination of this agreement or until Confidential Information becomes publicly available through no fault of the Recipient, whichever occurs first. Obligations with respect to Export Controlled technical data shall last for so long as the data continue to be subject to export controls laws and regulations.
- g. **No License.** This Agreement shall not be construed to grant any right or license, express or implied, to the Recipient under any patent, copyright or application therefore except to the extent specified in this Agreement. Title in Confidential Information shall remain with the Disclosing Party.
- h. **Authority.** The Disclosing Party represents that it has the right to disclose Confidential Information to the Recipient.
- i. **Miscellaneous.** The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

11. **Independent Contractors.** The relationship between Sponsor and the University is that of independent contractors. The Parties are not joint venturers, partners, principal and agent, master and servant, or employer or employee, and have no other relationship other than independent contracting parties. The Parties shall have no power to bind or obligate the other Party in any manner, except as expressly provided in this Agreement.

12. **Compliance with Laws.** 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.

13. **Governing Law and Jurisdiction.** This Agreement shall in all respects be governed by the substantive law of the Commonwealth of Pennsylvania, without regard for principles of conflicts of laws, including all matters of construction, validity and performance. All claims brought in connection with this Agreement or any Project(s) will be brought in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Union County, Pennsylvania.

14. **Entire Agreement/Amendments.** This Agreement contains the entire understanding between the Parties and supersedes any and all prior agreements, understandings, and arrangements between the Parties relating to the subject matter hereof. No amendment of the terms and conditions herein shall be binding unless evidenced by a writing signed by authorized representatives of both Parties.

15. **Counterparts and Originals.** This Agreement may be executed in one or more counterparts, with a copy having the same effect as an original signature.

SPONSOR:

BUCKNELL UNIVERSITY:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title Associate VP, Treasurer, and Controller

Date \_\_\_\_\_

Date \_\_\_\_\_

BUCKNELL UNIVERSITY

Richard E. Garman Dean, College of Engineering

Date \_\_\_\_\_

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