

Student Course Project Agreement
UW College of Engineering

This Student Course Project Agreement is by and between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison College of Engineering (“CoE”), and **[name of corporate sponsor]** (“Sponsor”), with a principal place of business at **[sponsor address]**.

RECITALS

WHEREAS, CoE offers an academic course entitled Biomedical Engineering Design (including BME 200, 300, 301, 400 and 402) which includes a segment intended to offer students real-world experiences in biomedical design; and

WHEREAS, Sponsor wishes to support the educational mission of CoE by proposing problem-solving exercises for students that are designed to replicate actual industrial problem solving in real-world situations (the “Project”); and

WHEREAS, CoE believes that the quality of the educational experience provided to its students is enhanced by offering such experiential learning opportunities; and

WHEREAS, in order for the problem-solving exercises to provide realistic experiences for students, Sponsor may choose to disclose to students and their instructors certain Sponsor information of a proprietary and confidential nature and to receive reasonable assurance that confidentiality will be maintained and the Sponsor’s proprietary rights in such information will be protected; and

WHEREAS, both parties desire for Sponsor to be able to freely utilize the Project Deliverable for Sponsor’s business purposes, while enabling the participating students to achieve the intended Educational Outcome and to be able to describe in general terms their role in the Project for purposes such as inclusion in portfolios and interviews with prospective employers;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Project Title.
[Title]
2. Project Description.
[Description]
3. Duration of Project.
[Start and End Date]
4. Project Deliverables
Required by the courses offered by CoE

- a. A weekly progress report by email (including expenses)
- b. A product design specification
- c. A midsemester private confidential preliminary presentation
- d. A final **public** poster presentation
- e. A final written report
- f. A design notebook
- g. A design prototype
- h. A project private website

Additional deliverables required by the SPONSOR if any:

[Additional requirements from the sponsor]

5. Educational Outcome and Assessment: These are service-learning courses. The primary goal of the courses are to educate students in the engineering design process. We anticipate that students will learn design principles, personnel and financial management, manufacturing, ethical behavior, leadership and communication skills during the course of their experience in these projects. All deliverables listed above in #4 for the CoE are assessed/graded against our student learning outcomes for the course. The Sponsor is not responsible for providing deliverable assessment. An end of the semester survey will serve as the Sponsor's assessment.

6. Role of CoE.

- a. Designate Contact Person for the Project:
 - i. Name: John Puccinelli, PhD
 - ii. Email Address: john.puccinelli@wisc.edu
 - iii. Phone Number: 608-890-3573
- b. Advise participating students of Confidentiality and Intellectual Property Requirements for the Project, and obtain student consent for these requirements, and to ensure that only students who have accepted these requirements participate in the project and have access to Sponsor's Confidential Information as defined below.
- c. Facilitate Transfer of the Project Outcome/Deliverable to Sponsor.
- d. Regulatory compliance (IRB authorization, if applicable).

7. Role of Sponsor.

- a. Designate Contact Person for the Project:
 - i. Name: [Name]
 - ii. Email Address: [Email]
 - iii. Phone Number: [Phone]
- b. Define a Project that is suitable for the educational setting
- c. Limit disclosure of Confidential Information to that which is necessary for the Project, and to limit the type of Confidential Information disclosed to that which is appropriate for a class project.

8. Equipment/Supplies Provided by Sponsor. Equipment and supplies provided by Sponsor for use in the Project shall be owned by the University unless otherwise specified by the Sponsor.

University agrees to execute appropriate loan agreements as necessary for any Sponsor-owned equipment which will be placed on University premises. No costs or fees incurred by the Sponsor will be billed to CoE.

9. **Publicity.** The parties agree to mutually agree on the content of any press releases or other publicity regarding the Project.
10. **Confidentiality and Non-Disclosure.**
 - a. Sponsor may supply proprietary and/or confidential business information (“Confidential Information”) to students participating in the Project, which may also be shared with CoE personnel, including but not limited to the CoE Contact Person. Sponsor agrees to designate such Confidential Information in writing with a “Confidential” label or other appropriate designation that clearly identifies the information which Sponsor considers to be confidential. The Project Deliverable and Educational Outcome, as described in sections 4. And 5., shall not be considered Sponsor’s Confidential Information.
 - b. CoE agrees that it and its personnel will use Sponsor’s Confidential Information only for purposes of administering the Project, will maintain the confidence of such Confidential Information in a manner comparable to CoE’s own confidential information, and will not disclose such Confidential Information to any third party without the permission of Sponsor unless required by applicable law or court order.
 - c. CoE further agrees to inform participating students that a condition of their participation in the Project is that they will maintain the confidence of such Confidential Information, will only share it with other participating students and with CoE personnel, and will not disclose such Confidential Information to any third party without the permission of Sponsor unless required by applicable law or court order. CoE agrees to secure the written acknowledgement of the foregoing from participating students prior to their participation in the Project.
 - d. Sponsor agrees to limit as much as possible the Confidential Information provided to participating students so as to facilitate the exchange of information among participating students and CoE personnel, and to enable the participating students to disclose the general nature of the Project in such things as resumes and employment interviews. Sponsor acknowledges that highly confidential information that is critical to Sponsor’s business operations is unsuitable for use in class projects, and shall not be provided to CoE or participating students.
 - e. The obligations of non-disclosure and confidentiality shall continue for a period of one (1) year following completion of the Project.
11. **Intellectual Property.** The University of Wisconsin-Madison, and the CoE, do not claim any intellectual property rights in the Project Deliverable, Educational Outcome, or other student academic course work. The CoE agrees to inform participating students, and to obtain their consent in writing, that a condition of participating in the Project is that the students grant Sponsor all intellectual property rights necessary for Sponsor to utilize the Project Deliverable for commercial purposes, and to provide reasonable assistance at Sponsor’s expense to secure

intellectual property protection for the Project Deliverable. Sponsor acknowledges that the participating students will retain the right to use their contributions to the Project Deliverable for further academic and educational pursuits, which do not include the right to use or permit others to use the Project Deliverable for commercial purposes.

12. Hold Harmless. Neither party accepts liability on account of the acts or omissions of the employees, officers, or agents of the other party.

13. Choice of Law. This agreement, and any disputes which may arise hereunder, is governed by the laws of the State of Wisconsin, exclusive of any conflicts of laws provisions.

FOR UNIVERSITY

FOR SPONSOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Student Acknowledgement of Non-Disclosure and Intellectual Property Requirements

Course Title: BME Design [Level]

Academic Term: [Semester]

In connection with this course, I have elected to participate in a design project entitled [list project title here] (the "Project") proposed by [name of Sponsor], the project Sponsor. I acknowledge that this design project may involve access to information designated by the Sponsor as confidential. I agree to maintain the confidence of such Confidential Information, will only share it with other participating students and with CoE personnel, and will not disclose such Confidential Information to any third party without the permission of Sponsor unless required by applicable law or court order. I understand that this obligation extends for a period of one year following completion of the Project, and does not apply to papers, presentations, design prototypes, etc. which are used for determining my grade in the course.

I further acknowledge that the Project will result in a Deliverable to the Sponsor (oral presentation, written report, prototype, etc.), and the Sponsor needs the ability to use the Deliverable for its business purposes. I hereby agree to grant Sponsor all intellectual property rights I may have in the Deliverable that are necessary for Sponsor to utilize the Deliverable for commercial purposes, and to provide reasonable assistance at Sponsor's expense to secure intellectual property protection for the Deliverable. I understand that I retain the right to use my contribution to the Deliverable for further academic and educational pursuits, which do not include the right to use or permit others to use the Deliverable for commercial purposes.

I further acknowledge that participation in this Project is voluntary, and that I have the option to participate in an alternate design project which does not impose any requirements related to confidentiality or intellectual property.

To the extent the Deliverable constitutes an educational record subject to the Family Educational Rights and Privacy Act (FERPA), I authorize the College of Engineering to share it with the Sponsor.

Student Signature: [Name]

Date

Student Signature: [Name]

Date

Student Signature: [Name]

Date

Student Signature: [Name]

Date

Student Signature: [Name]

Date