

MECHANICAL ENGINEERING DESIGN PROJECTS PROGRAM

THE UNIVERSITY OF TEXAS AT AUSTIN

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AGREEMENT BETWEEN THE DEPARTMENT OF MECHANICAL ENGINEERING
OF THE UNIVERSITY OF TEXAS AT AUSTIN AND A COMPANY SPONSORING
A MECHANICAL ENGINEERING DESIGN PROJECT

The purpose of this agreement is to:

RESPONSIBILITIES:

The parties hereto, knowledgeable of its responsibilities, agree to the following terms and conditions concerning the program:

1. _____ (herein called "COMPANY") agrees to cooperate with the Department of Mechanical Engineering of The University of Texas at Austin (herein called "DEPARTMENT") by:
 - (a) Periodically supplying information and data pertinent to one or more authentic, current design project(s) for use by the DEPARTMENT;
 - (b) Reimbursing each design team, consisting of several students, for travel to the Company's designated plant site for their initial project orientation when a design team selects to undertake a project submitted by the COMPANY;
 - (c) Promptly responding to written and/or telephone requests by the design team concerning each undertaken project;
 - (d) Granting a three thousand five hundred dollar (\$3,500) subvention to the DEPARTMENT for each project to cover the normal costs of conducting the project, preparation of the written reports, oral presentation of the project, and to defray the ordinary expenses incurred in this program. The subvention is due and payable upon initiation of work on each project. The subvention does not include extraordinary expenses unique to a particular project, such as, but not limited to, travel, prototype development, computerized information searches, and/or extensive computer simulations. The extraordinary expenses are due and payable upon completion of each semester project. Unless consumed during the conduction of the project, extraordinary items will be made available to the COMPANY at the culmination of the project.
 - (e) Sending a "COMPANY contact project engineer" to the University during the final week of a semester in which the project(s) are completed to evaluate the results as they are presented so that he can comment critically for the benefit of the entire class.

COORDINATION:

2. Each design team will work independently and will endeavor to solve the project problem. Near the end of the school term, each team will prepare a written final report and an oral presentation of the results of their study. The time and place will be mutually agreed upon by the DEPARTMENT and COMPANY. Two copies of the report will be presented to the COMPANY.

COMPENSATION:

3. It is understood that the members of a design team will not receive from the COMPANY direct compensation or remuneration in any form in connection with their work on a project problem and that no principal-agent, employer-employee, master-servant or other relationship exists between a design team, design team member, or the DEPARTMENT and the COMPANY other than as explicitly set forth in this agreement.

RIGHTS & TITLE:

4. The DEPARTMENT and each member of a design team do hereby agree to do all things legally required to assign to the COMPANY their future right, title, and interest in and to all inventions arising from the project problem and all applications for U.S. and Foreign Letters Patent which may be filed.

PATENTS:

- 5. The COMPANY agrees, in the event that a design team makes an invention relating to a design problem during the course of solving this problem, upon which a patent application is filed, COMPANY will grant to the DEPARTMENT the amount of five hundred dollars (\$500) for each patent application filed and an additional five hundred dollars (\$500) for each patent granted, to be divided equally between the design team concerned and the DEPARTMENT.

PROPRIETARY INFORMATION:

- 6. It is understood and agreed that the proprietary information and technical data disclosed by the Company's employees and representatives to a design team or a member of the DEPARTMENT shall be identified. Restraints on further disclosure of proprietary information shall be well defined by the COMPANY. It is further understood that the COMPANY shall be responsible for ensuring compliance with US export control regulations that apply to any proprietary information and technical data disclosed by the Company. The design team and DEPARTMENT shall abide by these restraints in the design report, the oral presentation, any specific news release, and in any publication resulting from the design project. The DEPARTMENT recommends, however, that design projects largely dependent upon proprietary information are not appropriate for this program. This paragraph in no way limits publication of semester design project reports.

PUBLICATION:

- 7. Each member of a design team reserves the right to publish his findings resulting from their work on the project problem (providing such publication does not divulge proprietary information as specified in paragraph 6). However, prior notice will be given to the COMPANY of any proposed publication and, if requested by the COMPANY, publication will be delayed up to six months to allow filing of all patent applications as specified under paragraph 4. The DEPARTMENT further agrees that the COMPANY has the right to delete all direct and indirect references to COMPANY from publications. (These stipulations shall not in any way limit the ability of the members of a student design team to submit the findings of a project in the form of student papers, theses or dissertations in accordance with accepted academic process.)

IDENTIFICATION:

- 8. It is understood and agreed that none of the parties of this agreement will use the name of any other party to this agreement for sales, advertising or promotional purposes without receiving prior written permission in each instance for its use. This shall not prohibit the issuance of news releases regarding normal conduct of the course.

TERMINATION:

- 9. It is mutually agreed that this agreement continues until further notice. It may be terminated at the end of any school semester by either the DEPARTMENT or the COMPANY upon thirty (30) days written notice with exception of the terms set forth in paragraphs 4, 5, 6, 7, and 8. It is further agreed that endorsements to this agreement between the COMPANY and a student design team will terminate at the end of the school semester in which the formal design report is presented by that design team, with the exception of the terms set forth in paragraphs 4, 5, 6, 7, and 8.

INDIVIDUAL STUDENT APPROVAL:

- 10. An appropriate agreement is required to be signed by each student requesting participation in this project and attesting to having his read and accepted this agreement. One copy shall be retained by the DEPARTMENT and two sent to the COMPANY.

DEPARTMENT OF MECHANICAL ENGINEERING
THE UNIVERSITY OF TEXAS AT AUSTIN

Accepted and agreed to this _____ day of _____, 20__.

BY:

Chairman, Department of Mechanical Engineering

COMPANY

Accepted and agreed to this _____ day of _____, 20__.

COMPANY: _____

BY: _____

TITLE: _____