

UNDERGRADUATE STUDENT PROJECT AGREEMENT

BETWEEN:

<<PARTNER_NAME>>, a corporation incorporated in the Province/State of <<PARTNER_PROVINCE_STATE>>, and having offices at <<PARTNER_ADDRESS>> (the “**Partner**”)

<<STUDENT_1>><<STUDENT_2>><<STUDENT_3>><<STUDENT_4>><<STUDENT_5>><<STUDENT_6>><<STUDENT_7>><<STUDENT_8>><<STUDENT_9>>

(each student identified above referred to as a “**Student**”, and collectively referred to as the “**Students**”)

(the Partner and each Student each referred to as a “**Party**”, and collectively referred to as the “**Parties**”)

WHEREAS:

- A. As part of their course of studies, the students listed above enrolled in <<COURSE_NUMBER>> are required to complete an industry-relevant project. Projects attempt to solve a practical problem posed by an industry partner, and may involve development of technical specifications, design and fabrication of a prototype all documented with an engineering report. The primary goals are to train students, and to enhance the knowledge and skills of the students;
- B. The Partner is prepared to support Students in this endeavor and has industrial project(s) allowing them to gain a practical, hands-on experience in relation to the objective of the projects;
- C. The Partner wishes to secure certain rights to intellectual property that may be developed in the course of undertaking a student project; and
- D. The Students and Partner have prepared this document to facilitate the partnership between the Students and Partner, and to clarify issues pertaining to intellectual property rights.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements set out in this agreement (the “**Agreement**”), the Parties hereto agree as follows:

1. DEFINITIONS

1.1. In this Agreement, unless a contrary intention appears the following words and phrases will mean:

- (a) “**Partner Intellectual Property**” means any and all knowledge, know-how, technique(s), technology, or other intellectual property which is proprietary to the Partner;
- (b) “**Project Intellectual Property**” means any and all knowledge, know-how, technique(s), technology, or other intellectual property which are conceived, invented, developed, or improved by the Students in the performance of the Student Project;
- (c) “**Student Project**” means the activities specified in each Student Project Schedule; and

- (d) “**Student Project Schedule**” means Schedule “A” attached to this Agreement, which sets out the specific details of the Student Project to be performed by the Students.

2. CONTRACT PERIOD

This Agreement will be in effect from September 1, <<START_YEAR>> to April 30, <<END_YEAR>>.

3. STUDENT PROJECT

- 3.1. The Partner requests that the Students perform a Student Project described in the Student Project Schedule.

4. INTELLECTUAL PROPERTY

- 4.1. The Partner acknowledges and agrees that the Students own all right, title and interest in and to Project Intellectual Property;
- 4.2. The Students acknowledge and agree that the Partner owns all right, title and interest in and to Partner Intellectual Property; and
- 4.3. The Students will promptly notify the Partner of any Project Intellectual Property.

5. GRANT OF RIGHTS

- 5.1. The Students will assign to the Partner their rights to Project Intellectual Property at the completion of the Project.
- 5.2. In consideration of the assignment, the Partner will provide the Students with in-kind training and mentorship opportunities through the course of the Student Project (the “**Assignment Consideration**”);
- 5.3. The Partner acknowledges and agrees that Students may use Project Intellectual Property without charge in any manner at all for research, scholarly publication, or educational uses related solely to the Student Project.

6. DISCLAIMER

THE STUDENTS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RESULTS, DATA OR PROJECT INTELLECTUAL PROPERTY ARISING FROM THE STUDENT PROJECT UNDER THIS AGREEMENT. THE STUDENTS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS, BE THEY DIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL OR OTHER SIMILAR OR LIKE DAMAGES ARISING FROM ANY DEFECT, ERROR OR FAILURE TO PERFORM, EVEN IF THE STUDENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTNER HEREBY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY THE STUDENTS TO UNDERTAKE ITS OWN DUE DILIGENCE WITH RESPECT TO ANY DATA, RESULTS OR PROJECT INTELLECTUAL PROPERTY ARISING FROM THE STUDENT PROJECT UNDER THIS AGREEMENT.

7. INDEMNITY

The Partner hereby indemnifies, holds harmless and defends the Students against any and all claims (including all reasonable legal fees and disbursements incurred) arising out of use by the Partner of any results, data or Project Intellectual Property, including without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, howsoever the same may arise. This indemnity survives termination of this Agreement.

The Partner's indemnification obligations are subject to the following: (i) the indemnified Students will promptly notify the Partner in writing of the applicable claim; and (ii) the Partner will have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the Partner may not settle or defend any claim unless it unconditionally releases the Students of all liabilities).

8. INSURANCE

Subject to Article 7 (Indemnity), each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its directors, officers, employees and agents.

9. TERMINATION

- 9.1. The Partner may terminate this Agreement upon thirty days prior written notice to the other; and
- 9.2. Termination of this Agreement by any Party for any reason will not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement, including those under Articles 4 (Intellectual Property), 5 (Grant of Rights), and 7 (Indemnity).

10. GOVERNING LAW

- 10.1. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force therein without regard to its conflict of law rules. All Parties agree that by executing this Agreement they have attorned to the exclusive jurisdiction of the Supreme Court of British Columbia.

11. ASSIGNMENT

- 11.1. No Party may assign this Agreement without the prior written consent of all Parties.

12. GENERAL

- 12.1. The Students acknowledge and agree that they have not sought, nor been given any legal, tax, accounting or financial advice by the Partner in connection with this Agreement, and have instead been advised to seek independent legal, tax, accounting and financial advice;

- 12.2. Nothing contained in this Agreement is to be deemed or construed to create between the Parties a partnership or joint venture. No Party has the authority to act on behalf of any other Party, or to commit another Party in any manner at all or cause a Party's name to be used in any way not specifically authorized by this Agreement. No Party may use another Party's name, trademarks or insignia for any advertising or any promotional purposes, including but not limited to media releases, without that Party's prior written consent;
- 12.3. Subject to the limitations in this Agreement, this Agreement operates for the benefit of and is binding on the Parties and their respective successors and permitted assigns;
- 12.4. No condoning, excusing or overlooking by a Party of any default, breach or non-observance by another Party at any time or times regarding any terms of this Agreement operates as a waiver of a Party's rights under this Agreement. A waiver of any term, or right under this Agreement will be in writing signed by the Party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver;
- 12.5. No exercise of a specific right or remedy by any Party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity;
- 12.6. Headings in this Agreement are for reference only and do not form a part of this Agreement and are not be used in the interpretation of this Agreement;
- 12.7. All terms in this Agreement which require performance by the Parties after the expiry or termination of this Agreement, will remain in force despite this Agreement's expiry or termination for any reason;
- 12.8. Part or all of any Article that is indefinite, invalid, illegal or otherwise voidable or unenforceable, may be severed from this Agreement and the balance of this Agreement will continue in full force and effect;
- 12.9. At the request of a Party, the non-requesting Party will obtain the execution of any agreement or instrument (including from its employees, agents, contractors, consultants or representatives) that may be required to consummate the transactions contemplated in this Agreement, including assigning any rights, waiving any rights or perfecting any rights in such Party's name;
- 12.10. This Agreement and the Schedule set out the entire understanding between the Parties and no changes to this Agreement are binding unless in writing and signed by the Parties to this Agreement. The Parties will be bound by the Schedule, except to the extent that it may conflict with the terms and conditions contained in this Agreement, in which case the terms and conditions of this Agreement will govern;
- 12.11. In this Agreement, unless the contrary intention appears, the singular includes the plural and vice versa and words importing a gender include other genders; and
- 12.12. This Agreement may be executed in counterpart by the Parties, either through original copies or by facsimile or electronically, each of which will be deemed an original and all of which will constitute the same instrument.

13. NOTICES

- 13.1. Notice is sufficiently given if it is mailed, postage paid and registered, addressed:

To <<PARTNER_NAME>>:

<<PARTNER_INFO>>

To the Students: (use addresses provided for each Student, above)

SIGNATURE PAGE FOLLOWS

SIGNED BY THE PARTIES AS A CONTRACT effective as of the beginning of the Contract Period.

Signed for and on behalf of
<<PARTNER_NAME>>
by its duly authorized officer:

Name: <<AUTHORIZER_NAME>>

Title: <<AUTHORIZER_TITLE>>

Date:

<<STUDENT_SIGNATURE_1>>

<<STUDENT_NAME_1>>

Date:

<<STUDENT_SIGNATURE_2>>

<<STUDENT_NAME_2>>

Date:

<<STUDENT_SIGNATURE_3>>

<<STUDENT_NAME_3>>

Date:

<<STUDENT_SIGNATURE_4>>

<<STUDENT_NAME_4>>

Date:

<<STUDENT_SIGNATURE_5>>

<<STUDENT_NAME_5>>

Date:

<<STUDENT_SIGNATURE_6>>

<<STUDENT_NAME_6>>

Date:

SCHEDULE "A"

STUDENT PROJECT SCHEDULE

The performance of the Student Project will be governed by the terms and conditions of the Agreement.

Description of the Student Project:

<<PROJECT_DESCRIPTION>>

Objective:

<<PROJECT_OBJECTIVE>>

This Student Project will be performed by the Students from: September 1, <<START_YEAR>> to April 30, <<END_YEAR>>.