

Senior Design / Capstone Project Student Agreement

I, _____ (“Student”), a student of _____

(“University”), for and in consideration of the opportunity to participate in a senior design / capstone project (“Project”) described in Attachment A, with The Boeing Company agree as follows:

1. **Definitions.** For purposes of this Student Intellectual Property and Confidentiality Agreement (“Agreement”), the capitalized terms below shall have the following meanings:
 - a. “Affiliates” means any business organization of which The Boeing Company now or may hereafter have control, or in which The Boeing Company holds or may hereafter hold a voting interest, regardless of the percentage of interest held, and whether such control or holding is direct or indirect.
 - b. “Invention” means any discovery or any new process, machine, manufacture, design, or composition of matter, or any new improvement thereof.
 - c. “Proprietary Information” means any and all information that is disclosed to me by Boeing, either directly or indirectly, in writing, visually, orally, electronically or otherwise (including without limitation documents, prototypes, compounds, samples, formulations, technical data, know-how, research, product plans, services, customers, markets, software, assays, discoveries, inventions, ideas, techniques, processes, designs, drawings, marketing plans, financial condition, facilities, and equipment), any information created using the foregoing Proprietary Information, including, but not limited to technical models, and any other information which is designated as “Confidential,” “Proprietary,” or some similar designation. Proprietary Information includes, without limitation, all nonpublic information that I become aware of that relates to or concerns the Projects.
 - d. “Student Report” means the report(s) prepared by me for the University in connection with Projects. Student Report includes, without limitation, any paper, dissertation, or thesis prepared by me that relates to a Project.
 - e. “Work Product” means any deliverable to be furnished by me under Projects and any intellectual property that I (either alone or with others) make, conceive, develop, create, prepare, discover, reduce to practice, or fix in a tangible medium in connection with the Project. As used in this Agreement, “Work Product” includes, without limitation, Inventions.
2. **Confidentiality.**
 - a. I acknowledge that in my participation in and conduct of the Project I will have access to and obtain knowledge of Proprietary Information.
 - b. Except as expressly permitted below in connection with a Student Report, I agree: (1) to use and reproduce all such Proprietary Information only as and to the extent reasonably required and necessary in performance of Projects, and (2) not to disclose, divulge, transmit, convey, transfer, or otherwise communicate Proprietary Information to third parties (which shall include the University and any faculty member or officer or employee of the University, or any fellow student of the University who are not involved in the same Project and bound by the terms herein) unless such disclosure is required and necessary in the performance of Projects and has been expressly authorized, in writing, by Boeing.
 - c. The obligations of confidentiality under Clause 2(b) shall not extend to Proprietary Information that: (1) is, or becomes publicly available with the consent of Boeing or becomes publicly available without fault of any party to the Agreement or any fault of me or any other student in the Projects; (2) is rightfully obtained by me, without restrictions as to disclosure, from a third party; (3) is already in the public domain; (4) can be demonstrated by me to have been in my possession prior to receipt under this Agreement; or (5) is required to be disclosed pursuant to law.

- d. Upon completion of a particular Project (or any earlier termination of my participation in the Project), I will deliver to Boeing all materials in my possession which contain Proprietary Information.

3. Work Product.

- a. I will disclose promptly in writing to Boeing the full details of any and all Work Product that I (either alone or with others) conceive, develop, create, prepare, discover, reduce to practice, or fix in a tangible medium in connection with Projects.
- b. Notwithstanding any other provision of this Agreement, Boeing owns and shall own all right, title, and interest in and to Work Product, whether completed or works in progress. Without limiting the foregoing, all Work Product, in whole and in part, shall be deemed “works made for hire” of Boeing for all purposes of copyright law, and the copyright belongs and shall belong solely to Boeing. To the extent that any Work Product does not fall within the specifically enumerated works that constitute “works made for hire” under the United States and applicable foreign copyright laws, and to the extent that any Work Product includes materials subject to copyright, patent, trade secret, or other proprietary right protection, I hereby irrevocably assign and shall assign to Boeing, without further consideration, all my right, title, and interest that I may be deemed to have in and to any and all inventions, copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). I shall, on Boeing’s request, execute an assignment instrument, in a form acceptable to Boeing, to effectuate the purposes of the previous sentence. Without limiting the generality of the foregoing, at the request and expense of Boeing, I shall provide reasonable information and assistance to Boeing to perfect, enforce, and maintain Boeing’s ownership rights hereunder, including, without limitation, executing all papers necessary for and assisting in the preparation and prosecution of applications for patent protection on Work Product.
- c. I shall retain and own all right, title and interest in and to my preexisting intellectual property; provided however, that I hereby grant and shall grant to Boeing and its employees, agents, and contractors a nonexclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free license to practice any of the exclusive rights under the patents, copyrights, or trade secrets, or other intellectual property rights subsisting in my preexisting intellectual property to the extent they are included in, and as necessary for the use and enjoyment of the, Work Product.
- d. I represent that any contribution to the Work Product made by or on behalf of me shall not create any conflict of interest with, or violate any confidence or any intellectual property right owed to or owned or held by, any third party. I will not use or disclose in the performance of this Agreement information or technology which is confidential to or owned by third parties, without first obtaining Boeing’s written approval to use such third party information or technology.

4. Student Reports. I may disclose Student Reports to the University (but not other third parties) as required by the University for assessment, examination, or review. If I wish to publish all or any part of a Student Report (the “Materials”), I shall submit to Boeing for review a copy of the proposed Materials at least sixty (60) days prior to submission for publication. Updates to the Materials shall also be provided to Boeing in sufficient time to review prior to publication as revisions in the Materials are produced. If, during the thirty (30) day review period:

- a. Boeing notifies me that the Materials contain Boeing’s Proprietary Information, I shall remove Boeing’s Proprietary Information or the Work Product from the proposed publication prior to publication; or
- b. Boeing believes that the Materials warrant patent protection, Boeing will identify the subject matter requiring protection and notify me. Upon receipt of such notice, I shall withhold the publication for a period not to exceed an additional sixty (60) days to permit preparation and filing of appropriate patent application(s) by Boeing.

5. Term and Termination. This Agreement is effective as of the Effective Date below. Boeing may terminate this Agreement by written notice to me at any time if Boeing believes that I am in breach of the terms of this Agreement; and (b) termination of this Agreement shall not affect my continuing obligations set forth in Clauses 2 - 4 above.

- 6. No Employment.** This Agreement is not a consulting or employment contract, and no rights to hire or continuation of assignment or to advancement or reassignment, are hereby created. This Agreement supersedes and replaces any prior agreement between me and Boeing related to the same subject matter.
- 7. No Assignment.** I will not assign this Agreement or any of my rights and obligations hereunder, either during or after the term of this Agreement, without the written consent of Boeing. This Agreement shall be binding upon my heirs and personal representative, and upon Boeing and its successors and assigns.
- 8. Disclaimer of Warranty.** All training and work experiences provided by Boeing are "AS IS," without any warranty. All Work Products are provided as is, without any warranty.
- 9. Rights and Remedies.** Any failures, delays, or forbearances by Boeing in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Agreement, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.
- 10. Governing Law.** This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Michigan without regard to the conflict of law rules thereof.

11. Notices. Notices and communications to me shall be sent to the following permanent address:

Student Name _____
Mailing Address _____

Telephone _____
Email _____

12. I understand that I am not required to participate in a project involving the receipt of Proprietary Information and assignment of intellectual property rights and that an alternate project is available instead. In choosing to sign, I recognize that I voluntarily choose to participate in this project which involves the receipt of Proprietary Information and assignment of my intellectual property rights.

IN WITNESS WHEREOF, I have caused this Agreement to be duly executed and to be effective as of

_____, 20____("Effective Date").

Student name – print or type

Student signature

A parent or legal guardian is required for students younger than 18 years of age:

Parent/Legal Guardian: _____

Attachment A

Senior Design / Capstone Information

Course Number:

Course Description:

Project Name:

Project Description / Activities:

Title

Summary Description

Boeing Contacts:

Boeing Authorized Contracting Representative:

Name:

Mailing Address:

Telephone:

Email:

Boeing Technical Representative:

Name:

Mailing Address:

Telephone:

Email: