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As a Project Sponsor, you retain ownership rights of all products, processes, technologies and other intellectual property developed by students as a result of their work on your project. All students, faculty and staff associated with your Project will sign a standard UD "Assignment of Ownership and Nondisclosure Agreement" (attached). UD will make reasonable efforts to protect any confidential or proprietary information provided by you or a third party collaborator from the time we receive your written notice that the information is confidential. Students, faculty and staff will freely discuss all other information associated with the Project as part of the educational activities of the Center. As part of the normal classroom activities, students, faculty and staff will have the right to present information to participants in the Innovation Center Program who are under the "Assignment of Ownership and Nondisclosure Agreement". Final presentations will be made at the end of each semester. If we have been notified in writing within 7 days of the Final Presentation that the information is confidential, there will be no external presentation or publication concerning the Project without your written consent.

Under this agreement, the Project Sponsor agrees to pay UD five percent (5%) of any and all gross revenues resulting from the sale of products, services and/or intellectual property made possible in whole or in part by UD's participation in this effort. This 5% royalty shall be in effect for a period of 10 years beginning from the year of first receipt of such revenue or for the term of any patents filed by UD on behalf of the Project Sponsor, whichever is longer.

The Innovation Center Program is an educational program designed to help students learn the practice of engineering. Because students are responsible for the work, we can only provide you the work of UD students, faculty and staff "as is". Students are not agents or employees of UD. UD makes no warranties, express or implied, as to the condition, accuracy, originality, merchantability or fitness for purpose of any products, processes or intellectual property developed in the program, or that the information or work product is patentable, or free from infringing other's patents.

Because you are receiving intellectual property developed by the student team, as the Project Sponsor you agree to release and indemnify UD, its students, faculty and agents from any claims arising out of the originality, design, manufacture or use of any products, processes, technologies or intellectual property generated as a result of the project, unless such claims arise out of willful misconduct or gross negligence of UD, its students, faculty or agents. You agree that UD will not be held liable for incidental or consequential damages or for lost profits resulting from a breach of this agreement, even if advised of the possibility of such damages, and that your exclusive remedy against UD for any claim you may have against UD relating to the Program will be limited to the amount of the educational grant funding your Project.

Neither UD nor Project Sponsor will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes (collectively "Claims") arising out of or cause by solely by the other parties actions, inactions or negligence. If, however, any Claims arise from the joint fault of both, each party agrees to indemnify the other from any claims or liability due to their respective negligent acts or omissions. Notwithstanding anything herein to the contrary, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.

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