

Experiential Learning Sponsor Agreement

Sponsor	
Project	
Project Dates	
Sponsor's Representative	
BYU's Representative	
BYU's Representative	
BYU's Representative	
BYU's Representative	

This Experiential Learning Sponsor Agreement (this “**Agreement**”) is between Sponsor and Brigham Young University, a Utah nonprofit corporation and institution of higher education (“**BYU**”).

Background

- A. BYU desires to provide its students with an experiential learning experience through work on the Project for Sponsor; and
- B. Sponsor desires access the services described in this Agreement to provide BYU’s students with an experiential learning experience.

Accordingly, the parties agree as follows:

Terms of Agreement

1. **Definitions.** Each term defined in the preamble and elsewhere in this Agreement has its assigned meaning.
2. **Effective Date.** This Agreement is effective on the date that the last party signs and delivers this Agreement as indicated by the date stated under that party’s signature line.
3. **Project.** BYU and Sponsor shall collaborate on the Project which is described more fully in Project Description Schedule, which also provides a listing of BYU students, faculty, and staff who will be associated with and provide services for the Project (the “**BYU Project Team**”).
4. **Grant and Project Expenses.** Sponsor shall pay to BYU a grant in the amount listed in the Project Description Schedule (the “**Grant**”). BYU shall use the full amount of the Grant only for the purpose of funding the Project. Sponsor shall pay any costs incurred for any travel outside of Utah by the BYU Project Team that the parties mutually agree is necessary for the Project. In addition, Sponsor shall pay for any hardware costs exceeding \$500 that the parties mutually agree are necessary for the Project.
5. **Intellectual Property and Confidentiality.**

5.1 Intellectual Property Ownership. Excluding any pre-existing work product or materials of BYU, Sponsor is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the work product of any nature whatsoever developed by members of the BYU Project Team while working on the Project (“**Work Product**”), including all patents, copyrights, trademarks, trade secrets, know-how, confidential or proprietary information, and other intellectual property rights (collectively “**Intellectual Property Rights**”). The Work Product is hereby deemed “work made for hire” as defined in 17 U.S.C. § 101 for Sponsor. If, for any reason, any Work Product does not constitute “work made for hire,” BYU hereby irrevocably assigns to Sponsor, for no additional consideration, BYU’s entire right, title, and interest throughout the world in and to the Work Product, including all Intellectual Property Rights therein. To the extent any copyrights are assigned under this Section, BYU hereby irrevocably waives in favor of Sponsor, to the extent permitted by applicable law, any and all moral rights that might otherwise accrue with respect to any Work Product.

5.1.1 To the extent that any of BYU’s pre-existing work product or materials are incorporated in or combined with, or otherwise necessary for the use or exploitation of any Work Product, BYU retains ownership of the same but hereby grants to Sponsor an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works as needed for the Work Product and for no other purpose. Sponsor may assign, transfer, and sublicense such rights to others without BYU’s approval.]

5.2 Confidentiality. BYU shall take reasonable measures to preserve the confidentiality of proprietary information, patents, or other intellectual property that Sponsor, or a third-party collaborator, may provide to the Project and that is identified by Sponsor as confidential (“**Confidential Information**”), including informing members of the BYU Project Team of the need to maintain the confidentiality of Confidential Information and, if required by Sponsor, individually sign nondisclosure agreements. As part of normal educational activities, members of the BYU Project Team may discuss, analyze, and present Confidential Information internally with other members of the BYU Project Team. Nothing in this Agreement prevents members of the BYU Project Team from presenting or publishing to others information about the Project that is not Confidential Information under this Agreement. To the extent that members of the BYU Project Team desire to present or publish Confidential Information to others, they must first secure written approval from Sponsor, such approval not to be unreasonably withheld.

6. BYU’s Name and Trademarks. Sponsor shall not use BYU’s name or trademarks or any adaptation thereof, or the names of any of BYU’s officers, employees or agents, in any advertisement, promotion, sales literature, or otherwise without express prior written consent from BYU for each individual usage.

7. WARRANTY DISCLAIMER. SPONSOR UNDERSTANDS AND AGREES THAT THE PROJECT IS PART OF AN EDUCATIONAL PROGRAM DESIGNED TO PROVIDE STUDENTS MEANINGFUL EXPERIENCE. BECAUSE STUDENTS ARE RESPONSIBLE FOR THE WORK ON THE PROJECT, ALL WORK PROVIDED BY THE BYU PROJECT TEAM IS ACCEPTED BY SPONSOR “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND BYU DOES HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY.

8. Limitations of Liability. In no event will either party be liable for any special, incidental, punitive, indirect, exemplary or consequential damages whatsoever (including without limitation, damages for loss of business profits or revenue, business interruption, and loss of business information) arising out of or related to this Agreement whether in tort (including negligence), contract or any other legal theory,

even if the party has been advised of the possibility of such damages. Notwithstanding the foregoing, any liability arising from this Agreement, including attorney fees, shall not exceed the amount of the Grant.

9. **Indemnification.** Each party (the “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party, its officers, employees, volunteers, and agents (each an “Indemnified Party”) from and against any and all claims, causes of action, liabilities, obligations, losses, damages (including punitive damages), settlement payments, costs and expenses (including reasonable attorney’s fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges arising out of or relating to (a) the Indemnifying Party’s performance of its obligations under this Agreement, (b) the Indemnifying Party’s breach of this Agreement, or (c) the negligence, violation of law, infringement of intellectual property rights, or willful misconduct of the Indemnifying Party or any of its officers, employees, volunteers, or agents (“Claims”), except Claims for which the Indemnified Party has an obligation to indemnify the Indemnifying Party pursuant to this section, in which case each party shall indemnify the other to the extent of its respective liability.
10. **Miscellaneous.**
- 10.1 **Assignment and Delegation.** No benefit inuring to either party under this Agreement may be assigned, and no duty imposed on either party may be delegated, without the prior written consent of the other party. A purported assignment or purported delegation in violation of this section is void.
- 10.2 **Independent Contractors.** The parties agree that they are independent contractors and nothing in this Agreement may be deemed to establish a joint venture, partnership, agency, or employment relationship between the parties. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.
- 10.3 **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision is severed from the Agreement, and the remaining provisions remain in effect if the essential business and legal provisions remain valid, binding, and enforceable.
- 10.4 **Notices.** Except as otherwise indicated, notices to be given under this Agreement are sufficient if given in writing by personal delivery, certified or registered mail, or electronic mail addressed to the other party’s representative designated on the first page of this Agreement. Such notices are deemed to have been given on the day when actually received by the party to whom the notice is given.
- 10.5 **Governing Law and Submission to Jurisdiction and Venue in Utah.** The laws of the State of Utah, without giving effect to its conflicts of law principles, and the laws of the United States, govern all matters arising under and relating to this Agreement, including torts. The parties submit to the jurisdiction of and venue in the federal and state courts located within the State of Utah and any legal action arising out of or related to this Agreement, including torts, must be initiated exclusively in the federal courts of the United States located in Salt Lake City, or the courts of the State of Utah located in Utah County.
- 10.6 **Force Majeure.** Delay in performance or nonperformance in whole or in part by a party is not a breach of this Agreement if the delay or nonperformance is not the result of the defaulting party’s intentional or negligent acts or omissions but results from causes, whether foreseeable or not foreseeable, beyond the reasonable control of the nonperforming party such as, but not

limited to war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, government action, or industry-wide, region-wide or nationwide strike or other labor difficulty.

- 10.7 Entire Agreement.** This Agreement constitutes the final and exclusive agreement between the parties on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement, whether written or oral, are expressly merged into and superseded by this Agreement. This Agreement cannot be amended except by a writing signed by authorized representatives of both parties.
- 10.8 Counterparts and Electronic Signatures.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered is deemed to be an original and all of which constitute one and the same instrument. Documents executed, scanned, and transmitted electronically, and electronic signatures are deemed original for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
- 10.9 Collection Agency Fees.** Sponsor understands and agrees that failure to pay the BYU customer account bill or any monies due and owing to BYU may result in BYU referring the account to a collection agency. Sponsor further agrees that if BYU refers the account balance to a third party for collection, whether an attorney or collection agency, Sponsor will be responsible for any costs (including but not limited to collection fees) associated with attempting to collect the monies due and owing. Sponsor agrees that a collection fee will be assessed and will be due and owing in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law but not to exceed 40 percent of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, Sponsor shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. Finally, Sponsor understands and agrees that a delinquent account may be reported to one or more of the national credit bureaus.

To evidence the parties' agreement to this Agreement, each party has executed and delivered it on the date indicated under that party's signature.

Brigham Young University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Project Description Schedule

Description of the Project	
Grant Amount	
BYU Responsibilities	
Sponsor Responsibilities	
Deadlines	
BYU Project Team	

TEMPLATE