

## EPICS PARTNER PARTICIPATION ACKNOWLEDGMENT

Partner: \_\_\_\_\_

### PROGRAM DESCRIPTION

Engineering Projects in Community Service (EPICS) is an interdisciplinary, engineering-based design course that provides hands-on design and professional development opportunities for students. Four hallmarks of the EPICS program are (i) partnerships, (ii) experiential learning in design and professional development, (iii) inclusiveness, and (iv) critical thinking.

**EPICS nurtures partnerships.** EPICS enters into multi-year partnerships with nonprofit organizations, educational institutions, and governmental agencies (Partners) to provide these worthy organizations with student-created engineering-based solutions to their needs or which facilitate in some way their core missions. Partners in turn support the EPICS program by providing a rich, real-world learning context in which students can explore and develop their disciplinary, design, and professional skills. EPICS recognizes that the Partner's professional staff and volunteers possess a wealth of knowledge and experience that can enhance the student learning experience and the quality of the student deliverables. EPICS also engages with industry. Our industry supporters recognize the need for an educated work force prepared for the global marketplace and the need for improved services in the local community. By supporting EPICS with monetary donations, team advisors, and other crucial resources, industry support makes possible more meaningful contributions to student learning and the local community. EPICS values all these engagements as a necessary and essential part of the program.

**EPICS offers experiential learning in design and professional development.** Students in EPICS participate in design work teams that represent a wide range of disciplines and experience. In collaboration with the project Partner and with guidance from the team advisor, each student design team attempts to define, design, build, test, deploy, and support engineering-centered projects that meet the needs of their Partner. These projects, which are typically multi-year endeavors, are of significantly complex design and substance to challenge and advance student technical and design expertise and to enhance professional development (e.g., teamwork, leadership, oral and written communication, and project management skills).

**EPICS promotes inclusiveness.** In industry and academia today, it is common to utilize multidisciplinary collaboration to solve technical and engineering issues. EPICS responds to this new reality by applying inclusive, vertically integrated education and problem solving: First-year students through seniors; students from various disciplines across campus, including engineering, the sciences, and liberal arts; students from many countries and ethnic backgrounds; all genders. The EPICS program intentionally reaches out to create student teams that tap the rich diversity of experience and talent potential that exists in the university. Moreover, EPICS stresses inclusiveness as an important value in design. This means those directly affected by any design solution should, as much as possible, be a part of the process of its development. Inclusiveness in design also requires that student-work teams examine the possibility of any unintended or indirect exclusionary effects of a design. Finally, EPICS promotes inclusiveness by collaborating with the local community and industry, with the goal of benefiting both students and the community-at-large.

**EPICS cultivates critical thinking.** EPICS students come from a variety of backgrounds and from many places in the US and the world. Students participating in EPICS have a unique opportunity to learn about the many challenges that face their own communities, their societies, and the world, through the prism of the local community. Critical thinking and analysis of the larger social context of their project Partner are essential elements in the EPICS experience that further student learning about social problems, provide an ethical dimension to their work, and challenge students to generate more nuanced and realistic design solutions.

#### EPICS PROGRAM

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## PURPOSE OF THIS PARTNER PARTICIPATION ACKNOWLEDGMENT

By signing below, the Partner agrees to engage with EPICS at Purdue students to develop and pursue substantive engineering-based projects that will provide potential products, structures, or processes to support the Partner in its service to the community. This Partner Participation Acknowledgment is not a contract; it is an acknowledgment of the purposes and processes of the engagement, which is primarily to support student experiential learning. EPICS students, collaborating with the Partner, will participate in valuable, hands-on educational experiences, providing opportunities for students to learn and practice effective design while also studying and applying professional skills. Partner acknowledges that it will exercise due care and responsibility to with respect to students, who are at different levels of knowledge and understanding in their academic and professional education.

## TERM

This engagement shall be for the term specified below but may be renewed or extended by EPICS and Partner. EPICS teams work only during the Purdue Fall and Spring semesters.

## LIMITED ENGAGEMENT; CONDITIONS PRECEDENT

No monies will exchange hands pursuant to this engagement absent a separate sponsorship or gift agreement. Each of EPICS and Partner will bear any expenses it solely incurs. This engagement shall not involve any out-of-town travel without additional discussions and approval by Purdue's Office of Legal Counsel.

EPICS and Partner understand and acknowledge that they are engaged in a collaboration (not a legal partnership, joint venture or contract), working toward each other's mutual benefit within the constraints and demands experienced by each organization in their regular operation. Factors beyond each organization's control (e.g., student enrollment, budgetary constraints, change of personnel, or reorganization) demand flexibility, and either EPICS or Partner may withdraw from the collaboration at any time. EPICS and Partner intend to communicate in an attempt to resolve any issues that may arise.

In recognition of the student-focused nature of this engagement and any resulting deliverables, Partner, through an authorized representative, must sign the Waiver, Release, and Hold Harmless Agreement attached to this Participation Acknowledgment before any work can begin on any project.

Within the collaboration, each of EPICS and Partner intends to perform the following roles and responsibilities.

## ROLES AND RESPONSIBILITIES OF EPICS

EPICS' roles and responsibilities will include:

- Assigning one or more student teams that will design, develop, and deploy one or more projects at no cost to Partner. Student teams operate only in the Fall and Spring semesters of each academic year;
- Supporting student teams as they ideate and develop engineering-based solutions, including, when possible and appropriate, providing student teams with access to facilities and personnel;
- Facilitating regular contact and communication between Partner and student teams to determine Partner's needs and constraints on each project;
- Working with student teams to plan objectives and timelines to outline and benchmark project(s) progress, realistically assess their ability to provide desired products, structures, or services, and develop appropriate documentation/deliverables (such as summaries and progress reports);

- Supporting the costs of project design and development within the limits of EPICS' fiscal constraints. In instances wherein implementation of Partner's approved project designs exceeds the practical ability of EPICS to fund, EPICS will cooperate with Partner to identify possible external sources of funding;
- Distributing an annual survey to gauge program effectiveness and areas for improvement;
- Providing a primary staff contact from EPICS administration that will meet with the Partner's representative annually; and
- Assisting in the repair and maintenance of student deliverables, subject to staffing and financial constraints.

## ROLES AND RESPONSIBILITIES OF PARTNER

Partner's roles and responsibilities will include:

- Providing social, economic, institutional, and/or cultural background information surrounding Partner's clients, organizational mission, operations, and operating environment to improve students' knowledge and understanding of Partner and Partner's social impact on the local community;
- Working with the EPICS student team(s) and team advisor(s) to develop appropriate and substantive engineering-based projects that meet both the needs of Partner and the educational objectives of the EPICS program, provided that Partner shall not disclose any proprietary or non-public technology or proprietary source code without an appropriate plan for data security (including NDAs) and an export controls review;
- Assisting EPICS students and, as applicable, advisor(s)/instructor(s) in completing any actions required by Partner (e.g. safety training, background checks, physical examinations, etc.);
- Facilitating approval of, and signing off on, student deliverables, including:
  - Meeting with students twice a semester to give feedback on the project(s) and voice concerns,
  - Reading and evaluating the semester plan and periodic team summary reports, as well as other design documentation (i.e., user requirements and specifications) related to the project(s) when appropriate,
  - At Partner's discretion, retaining and paying for a professional, third-party evaluation of student deliverables,
  - Participating in an assessment of a team's project(s) and students as appropriate;
- Performing basic upkeep and maintenance of delivered projects, including supplying necessities (e.g., electricity if powered, paper for printers, etc.);
- Providing a primary contact person(s) who can maintain communication and meet with the EPICS student team and administration

## INTELLECTUAL PROPERTY

Under Purdue's Intellectual Property Policy I.A.1, intellectual property created by students for credit and without compensation using only course-wide resources belongs to the students. Generally, Partner only receives the results of the project ("Project Results"), which may be used for internal non-commercial purposes (in the absence of an assignment of intellectual property rights from student(s) to Partner). The students reserve the right to publish the Project Results, including class presentations for purposes of class discussion and assessment/grading; provided, however, that, if students are bound by an NDA, Partner shall

have the opportunity to review pre-publication copies per the terms of the NDA in order to remove from the manuscript and/or disclosure all of Partner's confidential information.

Students are free to negotiate intellectual property licenses and ownership directly with the Partner if they so desire. Purdue does not participate in those negotiations but does encourage students to seek legal counsel in negotiating such agreements. Neither Purdue, nor the Course Instructor, assume responsibility for disclosure of intellectual property created by the student. Intellectual property disclosure is subject to the terms of the agreement between the student and Partner.

If Partner wishes to obtain intellectual property from the students, please contact the EPICS program to discuss.

## INDEMNIFICATION

By signing below, Partner agrees to indemnify and hold harmless Purdue University and the EPICS program, and their trustees, officers, employees and agents (Indemnified Persons), from all liability, losses, damages, claims, liens, and expenses (including reasonable attorneys' fees and other litigation costs and expenses) incurred as a result of any claims or suits that (i) Partner, (ii) anyone claiming by, under or through the Partner, or (iii) any third party, may bring against any Indemnified Person(s) to recover any losses, liabilities, costs, damages, or expenses that arise during or result from the participation of or services supplied by EPICS, except to the extent caused by the negligence or willful misconduct of EPICS. Partner shall at the request of EPICS undertake to investigate and defend any and all claims or suits, whether justified or not, if such claim or suit be against any Indemnified Person, provided however, that Partner may not settle any such claims without EPICS' prior written consent.

## PARTNER SIGNATURE

I represent and warrant that I have read the above Participation Acknowledgment in full and that I am authorized to execute this Participation Acknowledgment on behalf of Partner as its agent.

Partner: \_\_\_\_\_

Term of Engagement: \_\_\_\_\_

Sign: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

**WHEREAS**, Purdue University (“Purdue”) participates in Engineering Projects In Community Service (“EPICS”), a program under which Purdue faculty members and students provide certain types of services at no charge to and for the benefit of not-for-profit organizations such as Recipient to solve engineering-related problems faced by such organizations; and

**WHEREAS**, in consideration of the willingness of Purdue and its faculty and students to provide such services at no charge, Recipient is willing to execute this Waiver, Release and Hold Harmless Agreement;

**NOW THEREFORE**, Recipient, on behalf of itself and its heirs, assigns and all other persons or entities claiming by, under or through Recipient, represents, covenants and agrees as follows:

1. Recipient acknowledges that in the course of providing services under the EPICS program, Purdue or its faculty members, students, employees, officers, agents or representatives might cause injuries, death, property damage or other harm to Recipient or to third parties. Recipient accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from any activities of or services provided by Purdue or its faculty members, students, employees, officers, agents or representatives, except only to the extent caused by the negligence or other fault of Purdue, The Trustees of Purdue University, and/or its or their departments, affiliates, faculty members, students, employees, officers, agents, servants, attorneys, representatives or insurers, successors or assigns (“Released Parties”).
2. Recipient waives, releases and forever discharges all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from any activity of or services provided by any of the Released Parties under or in connection with the EPICS program, including but not limited to any such injury, damage, loss, or claim arising from any engineering services or any other services provided as part of the EPICS program, except only to the extent caused by the negligence or other fault of any of the Released Parties.
3. Recipient agrees to indemnify and hold the Released Parties harmless from all liability, losses, damages, claims, liens, and expenses (including reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that (i) Recipient, (ii) anyone claiming by, under or through Recipient, or (iii) any third party, may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from: Recipient's breach of the Engagement Agreement with Purdue; the participation by, or services supplied by, any of the Released Parties in the EPICS program, except only to the extent caused by the negligence or other fault of any of the Released Parties. Recipient shall at the request of the Released Parties undertake to defend any and all suits and to investigate and to defend any and all claims or suits, investigate and defend any and all claims whether justified or not, if such claim or suit be against Released Parties, provided however, that Recipient may not settle any claims against the Released Parties without the Released Parties' prior written consent.
4. Recipient acknowledges having carefully read and reviewed this Waiver, Release and Hold Harmless Agreement, and Recipient represents that it fully understands and voluntarily executes the same.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed/typed)

Title: \_\_\_\_\_