



LAKE SUPERIOR STATE UNIVERSITY

Product Development Center • 650 W. Easterday Ave. • Sault Ste. Marie, MI 49783

The Lake Superior State University Product Development Center (PDC) offers this project proposal contingent upon requirements outlined in this document.

The PDC undertakes projects with the understanding by the client that students, faculty and PDC staff may perform the work. The client will be responsible to verify the safety, fitness for purpose, and any required registrations, licenses, or certifications of the resulting design or prototype. Before selling or producing products derived from the project, the client is encouraged to obtain appropriate product liability insurance and perform other work as would be required by due diligence.

The PDC will not, as part of this project, perform patent or prior art research nor will the PDC verify that the concept, design or specific implementation does not infringe on the intellectual property rights of any other party. The PDC can not guarantee that the client will be able to secure a patent based upon the results of the project. LSSU, the PDC and its student participants, workers and agents can not guarantee completion of the project. Once work on a project has been started and materials purchased or labor applied, the minimum payment can not be refunded. This applies generally as well as specifically for the situation when existing products or patents are discovered during the completion of the project. The PDC can recommend resources for prior art search before commencing the project if the client requests.

To begin work on a project the PDC must have

- a signed copy of the document entitled “**NON-DISCLOSURE, CONFIDENTIALITY AND PROJECT AGREEMENT**” along with an Intellectual Property agreement,
- a signed copy accepting this proposal
- and, unless otherwise detailed in the following project description, a minimum payment of fifty percent of the proposed cost.
- this proposal must be accepted and signed by an authorized LSSU administrator

By signing and returning a copy of this proposal, the client agrees to the various terms and instructs the PDC to commence work on the project as defined in this proposal.

Proposal accepted by (client) _____ on _____ day of _____, 201__.

Client Signature: _____

Proposal accepted for LSSU by _____ on _____ Signature: _____

Project proposal details are on following page(s).

Contacts:

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David C. Leach, dleach@lssu.edu, Phone: (906) 635-2635
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fill in title

The LSSU Product Development Center (PDC) proposes the following:

- various
- project
-objectives

The client acknowledges that software developed for the device may be comprised of code unique to the product, various library functions from the microprocessor or compiler vendor and code from the LSSU Product Development Center. The client will own exclusively the software uniquely written for the project. Software libraries owned by LSSU or third parties will not become the property of the client. The client may, in some cases, need to obtain licenses or permissions to use libraries and functions owned by other parties prior to producing the prototype design commercially.

This proposal does not anticipate travel on the part of PDC representatives and the client will reimburse the PDC for the expenses of any travel that the client requests. Shipping costs are not included in this proposal and are the responsibility of the client.

The client accepts responsibility to perform tests and verify that the prototype(s) meet the intended performance prior to producing the product.

This proposal does not include any costs to pursue certifications or approvals by governmental or other agencies that might be necessary to market the product. The PDC can not guarantee to the client that any specific certifications will be passed by the device but the PDC does assure its best efforts in anticipating the possible requirements and including them in the design.

This project will yield a prototype proof of concept device suitable for testing but that will not be certified by any agency. All such certifications will be the responsibility of the client, who acknowledges that LSSU, the Product Development Center, its employees and students who may work on this project do not warrant its safety, merchantability, use, or patent ability. Any decision to use the design and/or prototype proof of concept device is solely that of the client.

Additional prototype devices built at the same time as the primary prototypes will be provided at the cost of the additional parts required plus any additional direct labor to construct and test them. An expected per unit cost can be provided to the client prior to the construction phase so that a decision on building additional prototypes can be made.

Deliverables will include a functional prototype, schematics, circuit board drawings, Bill of Materials and mechanical drawings of the designed components. If during the course of the project it is determined that the goals can not be met, then the contract is terminated and the client will be provided with documentation at its current state and any materials obtained or constructed for the project and the client will not be responsible for any unpaid portion of the proposal fees.

The total cost for the project will be **\$--total cost--** and is expected but not guaranteed to require **total time in days** business days to complete which does not account for any holidays or similar non-working days.

This proposal is valid for 30 calendar days from the date of issue.

Author: _____
Reviewed: _____
Dean: _____ /Provost

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