

Sponsored Capstone Project Agreement

Texas A&M University, a member of The Texas A&M University System, and _____ (“Company”) enter into this Capstone Project Agreement (this “Agreement”) effective _____ (the “Effective Date”).

The goals of the capstone project are to provide students in Texas A&M’s College of _____ with real-world experience and to provide Company with the opportunity to work with students, develop relationships with students and faculty, and benefit from design efforts and innovations resulting from student projects. The parties agree as follows:

1. The Project

1.1 Texas A&M shall provide students in courses _____ an opportunity through a course project to perform research, design and development of a _____ (the “Project”). Project Goals include:

(a)

(b)

(c)

1.2 Texas A&M encourages Company to make representatives available for consultation and guidance with participating students and faculty, including for an initial meeting at the commencement of the Project and student presentations throughout the Project.

2. Project Funding

2.1 Company shall provide Texas A&M \$_____ to fund the Project, to be paid upon execution of this Agreement and receipt of invoice.

2.2 Texas A&M shall submit invoices to Company at the following address:

2.3 Company shall submit payments to Texas A&M at the following address:

Sponsored Research Services
Texas A&M University
Attn: Deposits
400 Harvey Mitchell Parkway South, Suite 300
3578 TAMU
College Station, TX 77845
Phone: 979.862.6777

3. Company Information

3.1 Company acknowledges that students participating in the Project may include foreign

nationals. Company may not disclose export-controlled information to Texas A&M or participating students as part of the Project.

- 3.2 Texas A&M recommends that Company not introduce confidential information into the Project, which takes place in an open and collaborative academic environment, and Texas A&M will not be responsible for the enforcement or any violations of the Intellectual Property and Nondisclosure Agreement by students.
- 3.3 Company certifies that all persons participating in the project are not a Restricted Party as listed on the Denied Persons List, Entity List, and Unverified List (Department of Commerce), the Debarred Parties Lists (Department of State), the Specially Designated Nationals and Blocked Persons List (Department of Treasury) or any similar governmental lists. TAMU may be prohibited by law from engaging in business transactions with individuals or entities on these lists or may require a license from an agency of the U.S. government for exporting. If the project involves export controlled research or technology, Company certifies that it and its employees and agents are in compliance with all federal export control laws.

4. Results

- 4.1 Texas A&M shall provide Company with a copy of the Project results, including as appropriate, any data, analysis, hardware and/or software (the "Results").
- 4.2 Texas A&M shall not claim ownership or any rights in the Results, and shall require all participating students to sign a separate Intellectual Property and Nondisclosure Agreement substantially in the form attached to this Agreement as Exhibit A. Texas A&M has no legal authority over its students.
- 4.3 Company acknowledges that:
 - (a) The Project is educational in nature and intended to facilitate student learning;
 - (b) Students may make mistakes as a natural, expected, and appropriate aspect of the educational process; and
 - (c) The Project is performed by students and is not subject to peer review or independent verification of results.
- 4.4 **The Results are provided "as is," without any representation or warranties, express or implied, including, but not limited to any warranty as to fitness for particular purposes, merchantability, or non-infringement.**
- 4.5 Company shall indemnify Texas A&M, The Texas A&M University System, and their regents, agents, employees, students, and volunteers for any harm, loss, liability, claims or damages which may arise from Company's use of the Results.
- 4.6 The Results are not the work of Texas A&M and Company shall clearly identify the source of the Results in any references, either internally or to third parties, as an undergraduate student project performed at Texas A&M without subsequent independent evaluation.

5. Term

- 5.1 The period of performance for this Agreement commences on the Effective Date and terminates _____, unless extended by written agreement by the parties.
- 5.2 Either party may terminate this Agreement effective upon 30 days' written notice to the other, but the parties shall use their best efforts to prevent or minimize any disruption to the educational experience of the students when the Project is underway.

6. General Provisions

- 6.1 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this Agreement and all of the

- transactions it contemplates is as provided under Texas law.
- 6.2 Both Parties acknowledge that this Agreement is subject to compliance with any and all applicable United States laws, regulations, or orders, including those that may relate to the export or transfer of controlled technology or technical data, and Parties agree to comply with all such laws, regulations and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Each Party further agrees that if the export laws are applicable, it will not disclose or re-export any controlled technology or technical data received under this Agreement to any countries, or their citizens or residents, for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless that Party has obtained prior written authorization from the U.S. Office of Export Control or other authority responsible for such matters.
- 6.3 Any notices required or permitted under this Agreement will be deemed given: (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- (a) Company:
- (b) Texas A&M: Division of Research
Texas A&M University
Attn: Autumn Biggers
301 Old Main Drive, ILSB Suite 3104
College Station, TX 77843-1260
Phone: 979.458.1140
Email: autumnbiggers@gmail.com
- 6.4 The parties are independent contractors and not agents or employees of each other. Neither may make any statements, representations, or commitments or take any action which binds the other party, except as may be explicitly provided in this Agreement or authorized in writing.
- 6.5 This Agreement contains the entire understanding of the parties as to the matters contained in this Agreement, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this Agreement unless expressly stated in writing.
- 6.6 This Agreement is assignable only with the written consent of both parties.
- 6.7 Texas A&M is an agency of the State of Texas and nothing in this Agreement waives or relinquishes Texas A&M's right to claim any exemptions, privileges, and immunities as may be provided by law.
- 6.8 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

6.9 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

The parties have executed this Agreement on the dates indicated below.

Texas A&M University
Department of _____

Company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Acknowledged by the
Office of the Vice President for Research

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Intellectual Property and Nondisclosure Agreement

In consideration of the opportunity to participate in the Capstone Program in Texas A&M University's College of _____ involving _____ ("Company") for the _____ in courses _____ (the "Project"), I agree as follows:

1. Intellectual Property

- 1.1 I hereby assign to Company all intellectual property rights (including, but not limited to, copyright and patent rights) that I may acquire in copyrightable and/or patentable documents, inventions, or discoveries that I create, author, conceive, or first actually reduce to practice as a result of my participation in the Project (the Intellectual Property").
- 1.2 I shall inform Company of any Intellectual Property that I may develop, and cooperate with Company, at Company's expense, to obtain a patent and/or register a copyright as the case may be regarding the Intellectual Property.
- 1.3 I understand that Company will manage the Intellectual Property and be solely responsible for patenting and commercializing the Intellectual Property.
- 1.4 I understand that I will not receive any financial benefit, licensing, or patenting assistance, or other financial compensation from Texas A&M. Any financial benefit would have to be agreed to in a separate agreement with Company.
- 1.5 I shall make myself available to patent attorneys, to sign all papers, take all rightful oaths, and perform all acts which may be necessary for fulfilling this assignment and for securing and maintaining patents to the Intellectual Property and for vesting title with Company.
- 1.6 I understand that Company will include me as an inventor in any resulting patent sought by Company for the Intellectual Property. I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the Project and possibly even after I leave Texas A&M.

2. Confidentiality

- 2.1 For purposes of this agreement, "Confidential Information" means any nonpublic information that:
 - (a) Is disclosed by Company during the Project and is clearly marked "Confidential;" or
 - (b) I obtain from onsite visits to Company's facilities if Company identifies that information as confidential in writing to me within 30 days of the visit.
- 2.2 "Confidential Information" does not include material, knowledge, or information which I can establish by competent evidence that such information:
 - (a) Was already known by me at the time of disclosure;
 - (b) Was publicly available at the time of disclosure;
 - (c) Was independently developed by me without use of Confidential Information;
 - (d) Became available to the public after disclosure by means other than violation of this agreement by me; or
 - (e) Was approved for disclosure by advance written permission of Company.
- 2.3 I shall exercise reasonable care to prevent the disclosure of Confidential Information to any

third party and shall only use Confidential Information for the educational purpose for which it is shared.

- 2.4 I may make use of the Confidential Information for the limited purposes of working on the Project. As part of the class requirements I may be required to give presentations about the Project to the other students in the class. Some presentations may be open to other faculty and students and, in some situations, even the public. All presentations are subject to advance review by Company. Company may designate a specific item of the Confidential Information that cannot be included in any presentation. Company may also request in writing that the presentation be given to a very limited audience. I will not be required to edit the presentation beyond the point of it being understood.
- 2.5 I understand that I may mention the Project by name during job interviews or on résumés, but I cannot disclose Confidential Information.
- 2.6 The obligations of Article 2 of this agreement will be in place from the date that I sign this agreement until three years after the last day of class of the Texas A&M semester in which the Project concludes.
3. I consent to the disclosure of personally identifiable information of my education records (as defined under the Family Educational Rights and Privacy Act) related to the Project to Company to the extent necessary for me to interact with Company as anticipated in the course of the Project.
4. I understand that I have options to participate in alternative activities in which I would not be required to agree to the above.

Student

Signature: _____
Printed Name: _____
Date: _____

Company

By: _____
Name: _____
Title: _____
Date: _____