**Texas A&M University**

**Capstone Agreement**

Texas A&M University, a member of The Texas A&M University System (“TAMU”), and (“Sponsor”) enter into this Capstone Agreement (“Agreement”) effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”).

The goals of the capstone project are to provide students in TAMU’s Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with real-world experience and to provide Sponsor 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:

# The Project

# TAMU shall provide students in TAMU course number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an opportunity through a capstone project to perform research, design and/or development of a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Project”). Project Goals include:

(a)

#  (b)

 (c)

# The Project will run from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, coterminous with the TAMU ‘s\_\_\_\_\_\_\_\_\_\_ semester(s).

# TAMU encourages Sponsor 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.

# Project Funding

# Sponsor shall provide TAMU $\_\_\_\_\_\_\_\_\_\_ to fund the Project, to be paid upon execution of this Agreement and receipt of invoice.

# The department shall submit invoices to Sponsor at the following address:

*Sponsor name:*

*ATTN:*

*Address:*

*Phone:*

*Email Address:*

# Sponsor shall submit payments to TAMU at the following address:

*Texas A&M University*

*College of*

*Department of*

*Attn: Capstone Payments*

*Address*

*College Station, Texas 77843-*

*Phone:*

*Email:*

*Ref:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

# Sponsor Information

# Sponsor acknowledges that students participating in the Project may include foreign nationals. Sponsor may not disclose export-controlled information to TAMU or participating students as part of the Project.

# TAMU recommends that Sponsor not introduce confidential information into the Project, which takes place in an open and collaborative academic environment. TAMU will not be responsible for the enforcement or any violations of any nondisclosure agreement which may be executed by students.

3.3 Sponsor certifies that all persons participating in the project on its behalf are not Restricted Parties 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.

# Results

# The Project students will provide Sponsor with an oral briefing and/or a presentation or written report at the end of the semester.

# TAMU shall not claim ownership or any rights in the Results. For avoidance of doubt, TAMU hereby quitclaims its rights to any such results, other than TAMU’s right to use such results to evaluate student performance in the course and other educational purposes, to the appropriate student inventor(s) or author(s).

# TAMU has no legal authority to make legal commitments on behalf of its students or to assign any student-owned intellectual property rights. TAMU cannot require participating students to sign separate Intellectual Property or Nondisclosure Agreement forms. Sponsor acknowledges that TAMU will not be a party to any such assignment agreement, and will not be responsible for the enforcement or any violations of such an agreement.

# Sponsor acknowledges that:

# The Project is educational in nature and intended to facilitate student learning;

# Students may make mistakes as a natural, expected, and appropriate aspect of the educational process; and

# The Project is performed by students and is not subject to peer review or independent verification of results.

# 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.

# Sponsor shall indemnify TAMU, 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 Sponsor’s use of the Results.

# The Results are not the work of TAMU and Sponsor shall clearly identify the source of the Results in any references, either internally or to third parties, as an undergraduate student project performed at TAMU without subsequent independent evaluation.

# Term

# The period of performance for this Agreement commences on the first day of the Capstone course and terminates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless extended by mutual written agreement of the parties.

* 1. 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 while the Project is underway.
1. **General Provisions**
	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.
	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.
	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) Sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) TAMU: Division of Research

 Texas A&M University

 Attn: Katherine Kissmann

 301 Old Main Drive, ILSB Suite 3104

 College Station, TX 77843-1260

 Phone: (979)458-8176

 Email: kkissmann@tamu.edu

* 1. 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.
	2. 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.
	3. This Agreement is assignable only with the written consent of both parties.
	4. TAMU is an agency of the State of Texas and nothing in this Agreement waives or relinquishes TAMU’s right to claim any exemptions, privileges, and immunities as may be provided by law.
	5. 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. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sponsor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: Department Head Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

***Note: A copy of the fully executed agreement must be sent to negotiations@tamu.edu.***