# Texas A&M University

# Capstone Student Intellectual Property Assignment Agreement

I understand that my rights and responsibilities regarding the intellectual property I create as a result of my involvement in a Capstone project as a student at Texas A&M University (Texas A&M) include the following:

***General Rule:*** *Any intellectual property created by a student at Texas A&M as a work product of a course (laboratory experiments, special and independent study projects) will be owned by the student. Intellectual property includes copyrights (original homework assignments, papers, artwork, and theses authored/created by the student), and patent rights (inventions, discoveries, and new technologies conceived or first reduced to practice by the student). Unless otherwise required, Texas A&M does not claim ownership of such intellectual property, but does have the right to use the intellectual property internally for its educational mission.*

***Special Situations:*** *Situations may occur in certain courses where students are presented with the opportunity to participate in projects or activities in which the ownership of any resulting intellectual property must be assigned either to the University or to a sponsoring entity (such as a company) as a condition of the student’s participation. Students are never obligated to participate in activities that require the assignment of the student’s intellectual property to the University or to another entity. In these situations students will always be presented with an option of an alternative activity that does not require the student to assign their intellectual property to another entity.*

**Assignment of Rights**

I agree as a condition of my participation in Texas A&M course number (Course number), in (Project Description), to assign, and do hereby assign, to

 (Sponsor) all intellectual property rights (including, but not limited to, copyright and patent rights) that I may acquire in copyrightable works and/or patentable inventions or discoveries that are created, authored, conceived or first actually reduced to practice by me in the course of my participation in this project. Any such rights and any works, inventions, or discoveries are provided “as is,” without any warranty as to fitness for particular purposes, merchantability, or non-infringement, or any other warranty, express or implied.

## Right to Receive Royalties

## I understand that Sponsor will manage the intellectual property and be solely responsible for patenting and commercializing the intellectual property. Sponsor shall have the sole right and responsibility to determine the extent of United States and foreign patent prosecution, maintenance, enforcement and defense relating to the intellectual property.

I understand that I will not receive any financial benefit or other financial compensation from the University or Sponsor for the intellectual property, unless Sponsor agrees in writing to provide a financial benefit to me.

**Cooperation with Patenting Process**

I will make myself available to Sponsor’s patent attorneys as may be necessary for Sponsor to secure and maintain patents to the intellectual property in any and all countries and for vesting title thereto in Sponsor. At Sponsor’s written request, and at Sponsor’s expense, I will promptly provide Sponsor, or sign for Sponsor, any additional documents necessary. I understand that I will be named as an inventor on any patent application and resulting patent sought by the Sponsor for the intellectual property. I understand that my responsibilities to cooperate in the patenting process under this agreement may continue after completion of the course and possibly even after my graduation from the University.

**Indemnification**

As to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (each a “Proceeding”) brought against me that arises out of Sponsor’s use of the intellectual property, Sponsor shall defend and indemnify me against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (collectively, “Indemnifiable Losses”).

This Agreement is effective upon the date of signature. A facsimile or scan of my original signature transmitted to Sponsor is effective as if the original was sent to Sponsor.

I acknowledge that: (a) I have read this agreement, understand it, and sign it voluntarily; (b) I have had the opportunity to consult to seek legal counsel before signing; (c) Sponsor has not made, and I have not relied upon, any oral representations, statements, or inducements apart from the terms of this agreement, and (d) I am at least 18 years old. I execute this agreement intending to be bound by it now and in the future.

## Sponsor Student

Signature: Signature:

Printed Name: Printed Name:

Title: Non-TAMU email address:

Date: Date: