

Capstone Sponsor Agreement

Company: _____

Date: _____

Thank you for your support as a sponsor of the Capstone Program _____, at Brigham Young University. We look forward to working with you this year.

As a Capstone sponsor, *with your paid educational grant you retain ownership rights to all products, processes, technologies, and other intellectual property developed by students as a result of their work on your project.* All students, faculty, and staff associated with the Capstone Program will sign a standard form "BYU Assignment of Ownership and Non-disclosure Agreement". BYU will make reasonable efforts to protect any confidential or proprietary information you or a third party collaborator provide to the team from the time we receive your written notice that the information is confidential. Students and faculty will freely discuss all other information associated with the project as part of the normal educational activities in the Program. As part of the normal classroom activities, faculty and students will have the right to present information to participants in the Capstone Program who are under the "Assignment of Ownership and Non-disclosure Agreement".

Your educational grant of \$ _____, for each project, makes the Program possible and will be exempted from all supporting indirect charges (overhead) by the University, so that the full amount of the grant will be available for the Program. If your project requires the Capstone team to travel outside of the state of Utah, we will ask you to approve and pay for those travel costs. In addition, if the hardware costs for each project exceed \$ _____, we will ask you to approve and pay for those additional costs.

Final presentations will be made at the end of each semester. Students and faculty retain the right to present their work on the project. If you notify us in writing that protection of patent rights precludes complete disclosure of students' work, BYU will notify you at least two weeks in advance of these presentations and will work with you to provide for both protection of your rights and appropriate publication. You assume full responsibility to file any patent applications which you feel are necessary. For avoidance of doubt, BYU will not be able to protect the results of the project as a trade secret. Students and faculty will not present or publish confidential or proprietary information you have shared with the team.

The Capstone Program is an educational program designed to help students learn the practice of _____. Because students are responsible for the work on the project, we can only provide the work of the BYU faculty and students "as is." Students are not considered agents or employees of BYU nor of the Sponsor. *BYU makes no warranties, express or implied, as to the condition, accuracy, originality, merchantability, or fitness for purpose of any products, processes or intellectual property developed in the program.*

Because you are receiving any intellectual property developed by your project, as a Capstone sponsor you agree to release and to indemnify BYU, its faculty and agents as well as students participating on the project from any claims arising out of the originality, design, manufacture, or use of any of the products, processes, technologies, or intellectual property generated as a result of the project, unless such claims arise out of the willful misconduct or gross negligence of BYU, its faculty, or agents or of students participating on the project. *You agree that BYU will not be liable for incidental or consequential damages or for lost profits resulting from a breach of this agreement, even if advised of the possibility of such damages, and that your exclusive remedy against BYU for any claim you may have against BYU relating to the Capstone Program will be limited to the amount of the educational grant funding the project.*

BYU and Capstone Sponsor agree to indemnify each other from any claims or liability, including reasonable attorneys' fees, due to their respective negligent acts or omissions arising from or in conjunction with the project. Neither BYU nor Capstone Sponsor will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes (collectively "Claims") arising out of or caused solely by the other party's actions, inactions, or negligence. If, however, any Claims arise from the joint fault of both, each party agrees to indemnify the other from any claims or liability, due to their respective negligent acts or omissions. Notwithstanding anything herein to the contrary, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.

BYU thanks you again for your participation in and support of the Capstone Program and looks forward to working with you in this educational effort.

Adrienne Chamberlain: _____

Assoc. Director, BYU Experiential Learning and Internships

Date: _____

Capstone Sponsor signature: _____

Printed Name: _____

Date: _____