

# PARTNERING AGREEMENT

Brigham Young University

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) between Brigham Young University, a Utah nonprofit corporation and educational institution (“BYU”), and \_\_\_\_\_, the Project/Capstone Sponsor (“Partner”) located at \_\_\_\_\_.

Partner will retain ownership rights to all products, processes, technologies, and other intellectual property developed by students as a result of their work on your project with a paid educational grant. All students, faculty, and staff associated with the \_\_\_\_\_ program (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 Program who are under the “Assignment of Ownership and Non-disclosure Agreement”.

An 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 the project requires the project team to travel outside of the state of Utah, BYU will ask the Partner to approve and pay for travel costs. In addition, if the hardware costs for each project exceed \$ \_\_\_\_\_, BYU will ask the Partner 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. Partner may notify program in writing that protection of patent rights precludes complete disclosure of students’ work, BYU will notify Partner within two weeks in advance of final presentations and will work with Partner to provide for both protection of rights and appropriate publication. Partner assumes full responsibility to file any necessary patent applications. 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 Partner has shared with the team.

The \_\_\_\_\_ Program is an educational program designed to help students learn the practice of \_\_\_\_\_.

Students are responsible for the work on the project, BYU only provides the work of faculty and students "as is." Students are not considered agents or employees of BYU nor of the Partner. 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.

Partner will receive any intellectual property developed by the project, and will agree to release and 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. Partner agrees 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 the Partner’s exclusive remedy against BYU for any claim Partner may have against BYU relating to the Program will be limited to the amount of the educational grant funding the project.

BYU and Partner 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 Partner 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.

Adrienne Chamberlain: \_\_\_\_\_

Assoc. Director, BYU Experiential Learning and Internships

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

Partner Signature: \_\_\_\_\_

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

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