



Capstone Sponsor Agreement

Date:

Company Name:

Thank you for your support as a sponsor of the Capstone Program, *Integrated Product and Process Design*, at Brigham Young University's Ira A. Fulton College of Engineering and Technology. We look forward to working with you this year.

As a Capstone sponsor, *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," a copy of which is attached. 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 **\$20,000**, 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 \$1,500, we will ask you to approve and pay for those additional costs.

Final presentations will be made at the end of each semester. If you notify us that protection of patent or intellectual property rights precludes complete disclosure of the project, 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. There will be no external presentation or publication concerning the project without your consent.

The Capstone Program is an educational program designed to help students learn the practice of engineering. 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. *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, students, and agents 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, students, or agents. *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 student's participation in 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.

The College of Engineering and Technology and BYU thank you again for your participation in and support of the Capstone Program, and look forward to working with you in this educational effort.

Alan R. Parkinson: _____

Ira A. Fulton College of Engineering and Technology

Date: _____

Capstone Sponsor: _____

Title: _____

Date: _____