

## **Attachment #3: Sponsor-Student Team Member IP and Disclosure Agreement (Template)**

### **Intellectual Property and Nondisclosure Agreement**

In consideration of the opportunity to participate in the Capstone Program in Texas A&M University's College of Engineering involving \_\_\_\_\_ ("Sponsor") for the \_\_\_\_\_ project (the "Project") in the Analysis and Design I and II courses, I agree as follows:

#### **1. Intellectual Property**

1.1 I hereby assign to Sponsor all intellectual property rights (including, but not limited to, copyright and patent rights) that I may acquire in copyrightable and/or patentable documents, inventions, or discoveries that I create, author, conceive, or first actually reduce to practice as a result of my participation in the Project (the Intellectual Property").

1.2 I shall inform Sponsor of any Intellectual Property that I may develop, and cooperate with Sponsor, at Sponsor's expense, to obtain a patent and/or register a copyright as the case may be regarding the Intellectual Property.

1.3 I understand that Sponsor will manage the Intellectual Property and be solely responsible for patenting and commercializing the Intellectual Property.

1.4 I understand that I will not receive any financial benefit, licensing, or patenting assistance, or other financial compensation from Texas A&M. Any financial benefit would have to be agreed to in a separate agreement with Sponsor.

1.5 I shall make myself available to patent attorneys, to sign all papers, take all rightful oaths, and perform all acts which may be necessary for fulfilling this assignment and for securing and maintaining patents to the Intellectual Property and for vesting title with Sponsor.

1.6 I understand that Sponsor will include me as an inventor in any resulting patent sought by Sponsor for the Intellectual Property. I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the Project and possibly even after I leave Texas A&M.

#### **2. Confidentiality**

2.1 For purposes of this agreement, "Confidential Information" means any nonpublic information that:

- (a) Is disclosed by Sponsor during the Project and is clearly marked "Confidential;" or
- (b) I obtain from onsite visits to Sponsor's facilities if Sponsor identifies that information as confidential in writing to me within 30 days of the visit.

2.2 "Confidential Information" does not include material, knowledge, or information which I can establish by competent evidence that such information:

- (a) Was already known by me at the time of disclosure;
- (b) Was publicly available at the time of disclosure;
- (c) Was independently developed by me without use of Confidential Information;
- (d) Became available to the public after disclosure by means other than violation of this agreement by me; or
- (e) Was approved for disclosure by advance written permission of Sponsor.

2.3 I shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party and shall only use Confidential Information for the educational purpose for which it is shared.

2.4 I may make use of the Confidential Information for the limited purposes of working on the Project. As part of the class requirements I may be required to give presentations about the Project to the other students in the class. Some presentations may be open to other faculty and students and, in some situations, even the public. All presentations are subject to advance review by Sponsor. Sponsor may designate a specific item of the Confidential Information that cannot be included in any presentation. Sponsor may also request in writing that the presentation be given to a very limited audience. I will not be required to edit the presentation beyond the point of it being understood.

2.5 I understand that I may mention the Project by name during job interviews or on résumés, but I cannot disclose Confidential Information.

2.6 The obligations of Article 2 of this agreement will be in place from the date that I sign this agreement until three years after the last day of class of the Texas A&M semester in which the Project concludes.

3. I consent to the disclosure of personally identifiable information of my education records (as defined under the Family Educational Rights and Privacy Act) related to the Project to Sponsor to the extent necessary for me to interact with Sponsor as anticipated in the course of the Project.

4. I understand that I have options to participate in alternative activities in which I would not be required to agree to the above.

**Student**

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Sponsor / Company**

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_