

THE UNIVERSITY OF TEXAS AT AUSTIN
MECHANICAL ENGINEERING SENIOR CAPSTONE DESIGN COURSE
ME266K

Sponsor Project Agreement

AGREEMENT BETWEEN THE DEPARTMENT OF MECHANICAL ENGINEERING
OF THE UNIVERSITY OF TEXAS AT AUSTIN AND A COMPANY SPONSORING
A DEPARTMENT OF MECHANICAL ENGINEERING
DESIGN PROJECT

Project Title: _____

RESPONSIBILITIES:

The parties hereto, knowledgeable of its responsibilities, agree to the following terms and conditions concerning the program:

1. _____ (herein called "COMPANY") agrees to cooperate with the Department of MECHANICAL ENGINEERING of The University of Texas at Austin (herein called "DEPARTMENT") by:
 - (a) Periodically supplying information and data pertinent to one or more authentic, current design project(s) for use by the student design team;
 - (b) Reimbursing each design team, consisting of several students, for travel to the Company's designated plant site for their initial project orientation when a design team selects to undertake a project submitted by the COMPANY;
 - (c) Promptly responding to written and/or telephone requests by the design team concerning each undertaken project;
 - (d) Granting a four thousand dollar (\$4,000) subvention to the DEPARTMENT for each project to cover the normal costs of conducting the project, preparation of the written reports, oral presentation of the project, and to defray the ordinary expenses incurred in this program. The subvention is due and payable upon initiation of work by the design team on each project. The subvention does not include extraordinary expenses unique to a particular project, such as, but not limited to, travel, prototype development, computerized information searches, and/or extensive computer simulations. The extraordinary expenses are due and payable upon completion of each semester project. Unless consumed during the conduction of the project, extraordinary items will be made available to the COMPANY at the culmination of the project.
 - (e) Sending a "COMPANY contact project engineer" to the University during the final week of a semester in which the project(s) are completed to evaluate the results as they are presented by the design team so that he can comment critically for the benefit of the entire class.

COORDINATION:

2. Each design team will work independently and will endeavor to solve the project problem. Near the end of the school term, each team will prepare a written final report and an oral presentation of the results of their study. The time and place will be mutually agreed upon by the DEPARTMENT and COMPANY. Two copies of the report will be presented to the COMPANY.

COMPENSATION:

3. It is understood that the members of a design team will not receive from the COMPANY direct compensation or remuneration in any form in connection with their work on a project problem and that no principal-agent, employer- employee, master-servant or other relationship exists between a design team, design team member, or the DEPARTMENT and the COMPANY other than as explicitly set forth in this agreement.

RIGHTS & TITLE:

4. As a general rule, without limitation, any intellectual property created, conceived or first reduced to practice by undergraduate students at The University of Texas at Austin, including copyrights and patent rights, as work product of a course for credit, will be owned by the undergraduate student. The University does not claim ownership of such intellectual property. Situations may occur in certain courses where students are presented with the opportunity to participate in a project or activity in which a sponsoring entity requires that the ownership of any resulting intellectual property must be assigned to the sponsoring entity as a condition of the student's participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity. Students are never obligated to participate in activities that require the assignment of the student's intellectual property to another entity; however students are free to enter into an assignment of intellectual property assignment agreement directly with a sponsoring entity if they so choose. The above treatment of intellectual property ownership does not apply when the student is an employee of The University of Texas at Austin. As a general rule, without limitation, intellectual property created by faculty, staff, or students employed by the University of Texas at Austin, acting in the course and scope of their employment will be owned by the Board of Regents of The University of Texas System as provided in Board of Regents Intellectual Property Rules 90101 and 90102.

PATENTS:

5. The COMPANY agrees, in the event that a design team makes an invention relating to a design problem during the course of solving this problem, upon which a patent application is filed, COMPANY will include the individual students on the design team as an inventor in any resulting patent.

PROPRIETARY INFORMATION:

6. The COMPANY agrees that no confidential or proprietary information will be given to DEPARTMENT. Should confidential or proprietary information be required to be passed between the Company and individual members of the student design team, it will be subject to the terms of a standard confidentiality agreement between the COMPANY and the student(s) directly. It is understood and agreed that the proprietary information and technical data disclosed by the Company's employees and representatives to a design team shall be identified as "confidential and proprietary". Restraints on further disclosure of proprietary information shall be well defined by the COMPANY. It is further understood that the COMPANY shall be responsible for ensuring compliance with US export control regulations that apply to any proprietary information and technical data disclosed by the Company. The design team will be expected to abide by these restraints in the design report, the oral presentation, any specific news release, and in any publication resulting from the design project. The DEPARTMENT recommends, however, that design projects largely dependent upon proprietary information are not appropriate for this program. This paragraph in no way limits publication of semester design project reports.

PUBLICATION:

7. Publication of design teaching methods and results is of fundamental importance to the DEPARTMENT. Each member of a design team reserves the right to publish his findings resulting from their work on the project problem (providing such publication does not divulge proprietary information as specified in paragraph 6). However, prior notice will be given to the COMPANY of any proposed publication and, if requested by the COMPANY, publication will be delayed up to six months to allow filing of all patent applications as specified under paragraph 4. The DEPARTMENT further agrees that the COMPANY has the right to delete all direct and indirect references to COMPANY from publications. (These stipulations shall not in any way limit the ability of the members of a student design team to submit the findings of a project in the form of student papers, theses or dissertations in accordance with accepted academic process.)

IDENTIFICATION:

8. It is understood and agreed that none of the parties of this agreement will use the name of any other party to this agreement for sales, advertising or promotional purposes without receiving prior written permission in each instance for its use. This shall not prohibit the issuance of news releases regarding normal conduct of the course.

TERMINATION:

9. It is mutually agreed that this agreement continues until further notice. It may be terminated at the end of any school semester by either the DEPARTMENT or the COMPANY upon thirty (30) days written notice with exception of the terms set forth in paragraphs 4, 5, 6, 7, and 8. It is further agreed that endorsements to this agreement between the COMPANY and a student design team will terminate at the end of the school semester in which the formal design report is presented by that design team, with the exception of the terms set forth in paragraphs 4, 5, 6, 7, and 8.

INDIVIDUAL STUDENT APPROVAL:

10. Students who chose to participate in projects in which the ownership of any resulting intellectual property must be assigned to a sponsoring entity as a condition of the student's participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity of the project will sign an appropriate agreement assigning their intellectual property rights to the sponsoring entity. One copy shall be retained by the DEPARTMENT and two sent to the COMPANY. Students will be advised that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing the agreement.

DEPARTMENT OF MECHANICAL ENGINEERING
THE UNIVERSITY OF TEXAS AT AUSTIN

Accepted and agreed to this _____ day of _____, 20__.

BY:

Chairman, Department of MECHANICAL ENGINEERING

COMPANY

Accepted and agreed to this _____ day of _____, 20__.

COMPANY: _____

BY: _____

TITLE: _____

THE UNIVERSITY OF TEXAS AT AUSTIN
MECHANICAL ENGINEERING SENIOR CAPSTONE DESIGN COURSE
ME266K

Special Intellectual Property Assignment For Students

AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS AT AUSTIN STUDENT
WHOSE NAME AND SIGNATURE APPEAR BELOW
AND A COMPANY SPONSORING
A DEPARTMENT OF MECHANICAL ENGINEERING
DESIGN PROJECT

I have chosen to participate in a design project for which the sponsoring entity requires an assignment of intellectual property I create as a result of this project to the sponsoring entity as a condition of participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity. I understand that my rights and responsibilities regarding intellectual property I create as an undergraduate student at University of Texas at Austin include the following.

General Rule. As a general rule, any intellectual property created, conceived or first reduced to practice by undergraduate students at The University of Texas at Austin, including copyrights and patent rights, as work product of a course, will be owned by the undergraduate student. The University does not claim ownership of such intellectual property.

Special Situations. Situations may occur in certain courses where students are presented with the opportunity to participate in a project or activities in which a sponsoring entity requires that the ownership of any resulting intellectual property must be assigned to the sponsoring entity as a condition of the student's participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity. Students are never obligated to participate in activities that require the assignment of the student's intellectual property to another entity; however students are free to enter into an assignment of intellectual property assignment agreement directly with a sponsoring entity if they so choose.

The student's grade and/or evaluation of performance in the course will not be affected by the student's decision to participate or not to participate in projects or activities requiring the assignment of the student's intellectual property.

Students should understand that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing this agreement. Students may obtain free legal consultation through the Office of Student Affairs Office of Legal Services for Students.

Assignment of Rights. I agree as a condition of my participation as a member of the design team for the project

sponsored by: _____,

entitled: _____,

to assign, and do hereby assign, to _____,
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 are created, authored, conceived or first actually reduced to practice by me as a result of my participation in this course. I agree to inform Sponsor of any intellectual property that I may develop and to cooperate with Sponsor, at Sponsor's expense, to obtain a patent and/or register a copyright as the case may be regarding my intellectual property.

Right to Receive Royalties. I understand that if I assign my intellectual property rights to Sponsor, then Sponsor will manage the intellectual property and shall be solely responsible for patenting and commercialization of 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 if I assign my intellectual property rights to Sponsor, then I will not receive any financial benefit or licensing or patenting

assistance from the University for that Intellectual Property. Any financial benefit would have to be agreed to in a separate agreement with Sponsor.

Cooperation with Patenting Process. I agree to 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 in any and all countries and for vesting title thereto in Sponsor. The Sponsor understands that, since I am an inventor, I will be included as an inventor in any resulting patent sought by the Sponsor. I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the course and possibly even after my association with the University.

This agreement is effective upon the latest date of signature.

Sponsor

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Student

Signature: _____

Printed Name: _____

Date: _____

A **parent or legal guardian** signature is required for students younger than 18 years of age:

Parent/Legal Guardian: _____

Date: _____

Agreement Acknowledged:

Faculty Instructor

Signature: _____

Printed Name: _____

Date: _____