

**Texas A&M University-Kingsville
Capstone Student Intellectual Property Assignment Agreement**

In consideration of my participation as a Texas A&M University-Kingsville ("TAMUK") student in the capstone project described below (the "Project"), I agree as follows:

TAMUK Course: _____
Semester(s): _____
Sponsor: _____

- 1. Assignment of Rights.** I will assign, and do hereby assign, to Sponsor all copyrights, patent rights, and other intellectual property rights that I may acquire in copyrightable works and/or patentable inventions or discoveries that are created, authored, conceived, or first actually reduced to practice by me in the course of my participation in the Project. Any such rights and any works, inventions, or discoveries are provided "as is," without any warranty as to fitness for any particular purpose, merchantability, or non-infringement, or any other warranty, express or implied.
- 2. Sponsor Control.** I understand that Sponsor will manage the intellectual property and be solely responsible for patenting and commercializing the intellectual property. Sponsor will 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.
- 3. No Right to Receive Royalties.** I understand that I will not receive any financial benefit or other financial compensation from TAMUK or Sponsor for the intellectual property, unless Sponsor agrees in writing to provide a financial benefit to me.
- 4. Cooperation with Patenting Process.** I will make myself reasonably available to Sponsor's patent attorneys as necessary for Sponsor to secure and maintain patents to the intellectual property in the countries of Sponsor's choice. At Sponsor's written request, and at Sponsor's expense, I will promptly provide Sponsor, or sign for Sponsor, any additional necessary documents. I understand that I will be named as an inventor on any patent application and resulting patent sought by Sponsor for the intellectual property. I understand that my responsibilities to cooperate in the patenting process under this agreement may continue after completion of the course and possibly even after my graduation from TAMUK.
- 5. Indemnification.** As to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (each a "Proceeding") brought against me that arises out of Sponsor's use of the intellectual property, Sponsor must defend and indemnify me against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

I acknowledge that: (a) I have read this agreement, understand it, and sign it voluntarily; (b) I have had the opportunity to consult to seek legal counsel before signing; (c) Sponsor has not made, and I have not relied upon, any oral representations, statements, or inducements apart from the terms of this agreement, and (d) I am at least 18 years old. I execute this agreement intending to be bound by it now and in the future.

Signature: _____
Printed Name: _____
Non-TAMUK email address: _____
Date: _____

Sample