

## **Capstone Sponsor Project Submittal Form**

The Civil & Environmental Engineering at Brigham Young University is accepting outstanding capstone project challenges for our students. Each year we have 12-15 teams of engineering students complete design projects for government agencies, private firms and other professional organizations, including individual clients. A good project would stretch them technically and require research/creative thinking beyond the textbook, scoped to fit about 350-400 man-hours, typically to be completed during fall & winter semesters as an “on campus internship,” and provide opportunities for teamwork and the preparation of final report documents.

More information can be found at: <http://cecapstone.groups.et.byu.net>

To propose a Capstone project, please fill out this form and email it to [CEEn Capstone Contact](#)

### **Sponsor's Responsibilities**

1. Once a capstone team is assigned to your project, hold a kickoff meeting with student project team, graduate student mentor, and potentially faculty advisor and/or a Capstone Committee representative at the beginning of fall semester (September) to discuss details of the project that include project scope, expectations, objectives, and deliverables. If possible, we recommend a face-to-face meeting (Skype if travel is not feasible).
2. Review, comment as necessary, and approve the Request for Proposal (RFP) to be written by the graduate student mentor based on project details provided in the kickoff meeting.
3. Review, comment as necessary, and approve the proposal to be written by the student project team based on the RFP approved by you and details provided in the kickoff meeting. The approved proposal becomes the project's statement of work (SOW).
4. Comments on potential project issues/concerns as necessary based on monthly status reports posted on the [Capstone Website](#) documenting the current status of the project. Your comments allow the project team to immediately correct any potential project issues/concerns.
5. Evaluate the final report/poster and provide an opportunity for capstone team to make a presentation to you (your group, company, client, etc.) upon completion of the final report.

### **Suggested additional support as appropriate**

1. Donation to the capstone program as appropriate per Sponsors' Agreement.
2. Additional meetings/reviews through electronic communications as you see fit.
3. Contact faculty advisor or Capstone Committee members for clarifications and/or improvement suggestions.
4. Attend the capstone poster fair in mid-April (you will be invited).

**Project Title:**

**Project Location:**

**Sponsoring Company/Organization:**

**Sponsor Representative:**

**Contact Information**

Email:

Phone:

Address:

**Paragraph description of project design, including constraints, goals, necessary civil engineering specialties (i.e. structures, transportation, water, geotechnical):**

**Paragraph description of the desired outcome/deliverables of the project (i.e. conceptual design, drawings, cost estimates, etc.)**

**Data, previous reports, and other information you can make available to the team for completing the project.**

## BYU Civil & Environmental Engineering Capstone Sponsor Agreement

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

Company Name (Hereafter referred to as Sponsor): \_\_\_\_\_

Thank you for your support as a sponsor of the Civil & Environmental Engineering Capstone Program 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, with Sponsor's paid educational grant, Sponsor retains ownership rights to all products, processes, technologies, and other intellectual property developed by students as a result of their work on Sponsor's project. Other than that required to complete performance under this Agreement, there is no license granted to Brigham Young University or anyone associated therewith, whether such license is express or implied, to any Capstone Sponsor's intellectual property. All students, faculty, and staff associated with the Civil & Environmental Engineering 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 Sponsor or a third party collaborator provide to the team from the time we receive Sponsor's written notice that the information is confidential. Students and faculty will freely discuss all non-confidential 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".

Sponsors educational grant of \_\_\_\_\_ for each project makes the Program possible and will be exempted from all supporting indirect charges (overhead) by the University (i.e. The full amount of the grant will be available for the Capstone Program). Additionally, please pre-approve all expenses associated with required travel outside the state of Utah in support of the respective Capstone project. Please also pre-approve any materials and/or other expenses required for the completion of the project that are in excess of typical and reasonable expenses which can be covered by the respective educational grant. For non-profit charitable and/or humanitarian organizations project-sponsoring entities that are either unable or can only provide very limited funding for their respective "humanitarian", "non-commercial" and "non-profit" Capstone project(s), we will consider and coordinate on a case by case basis to achieve a mutually beneficial and workable agreement for the respective project(s).

Final presentations for all Capstone projects will be made at the end of the program or academic year. Faculty and students will have the right to publish and present information concerning the project, including monthly project status reports documenting challenges encountered by the project team, effort to overcome these challenges and project completion status. If Sponsor notifies us that protection of patent or intellectual property rights precludes complete disclosure of the project, BYU will work with Sponsor to provide for both protection of rights and appropriate publication. Of course, BYU will not disclose Sponsor's confidential information in any such publication.

The Civil & Environmental Engineering Capstone Program is an educational program designed to help students learn the practice of engineering while providing beneficial services and results for Sponsor. As such, students are responsible for the work on the project, BYU 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. Sponsor is responsible to validate and verify results as necessary prior to deployment of recommendations provided by the respective project results.

**Intellectual Property**

Because Sponsor may be receiving intellectual property developed by Sponsor’s project, Sponsor agrees to release and to indemnify BYU, its faculty, students, and agents from any claims arising out of the originality, design, 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. Sponsor 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 Sponsor’s exclusive remedy against BYU for any claim Sponsor may have against BYU relating to the Civil & Environmental Engineering Capstone Program will be limited to the amount of the educational grant funding the project.

**Liability**

Sponsor shall indemnify, defend and hold harmless BYU, its officers, agents and employees from and against any loss, costs, expense, claim or liability of any kind, including claims for property damage, personal injury, or death, arising from negligent or wrongful acts or omissions of Sponsor, its officers, agents or employees in the performance of this AGREEMENT.

BYU shall indemnify, defend and hold harmless Sponsor, its officers, agents and employees from and against any loss, costs, expense, claim or liability of any kind, including claims for property damage, personal injury, or death arising from negligent or wrongful acts or omissions of BYU, its officers, agents or employees in the performance of this AGREEMENT or arising from any dangerous condition of public property owned by BYU other than dangerous conditions created by, arising from, or continuing due to negligent or wrongful acts or omissions of Sponsor, it officers, agents or employees in the performance of this AGREEMENT.

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

Rollin Hotchkiss: \_\_\_\_\_  
Department Chair,  
Civil & Environmental Engineering, BYU

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

Sponsor Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

# Students' Agreement Form

**ASSIGNMENT OF OWNERSHIP  
AND NONDISCLOSURE AGREEMENT**  
(Civil & Environmental Engineering Capstone Program)

The undersigned, in consideration of the opportunity to participate in the Civil & Environmental Engineering Capstone Program at Brigham Young University (hereafter referred to as "BYU"), hereby agrees as follows:

1. I understand that as a result of my work in the Capstone Program, intellectual property in the form of inventions, data, formulae, computer software specifications, products, processes, technologies, patents, copyrights, and other technical and product information ("Intellectual Property") may be developed during the program.
2. I understand that BYU and a Capstone Affiliate or Sponsor ("Partner") have entered into an agreement to work jointly on a Capstone project provided by the Partner. That agreement specifies the party, (hereafter referred to as the "Owner") that will own all intellectual property created as a result of the project.
3. I hereby assign to the Owner all of my rights and ownership interest to such Intellectual Property created as a result of and during my participation in the project. I agree to cooperate with the Owner, its assignee or designee in perfecting rights to such Intellectual Property, for example, by signing any documents that may be necessary to perfect the rights. I also understand that I am not entitled to receive any income from the sale or licensing of this Intellectual Property by the Owner.
4. I understand that in the event the Partner and/or a third party collaborating with Partner discloses to me information that is marked as confidential or proprietary, I will not, without express written consent of Partner or the third party, as the case may be, (1) disclose or publish any part of such information to others for a period of five (5) years from receiving the information; (2) make any use of such information for a five (5) year period except in the course of my participation in the BYU Civil & Environmental Engineering Capstone Program. However, I further understand that I shall not be prevented from disclosing information when I can establish, by competent evidence, that such information:
  - a. Was already known to me at the time of disclosure by Partner or a third party collaborator; or
  - b. Was available to the public or otherwise was part of the public domain at the time of disclosure by Partner or a third party collaborator; or
  - c. Became available to the public or otherwise became part of the public domain after the time of disclosure by Partner or a third party collaborator, but other than through my own acts or omissions in violation of this Agreement; or
  - d. Was lawfully disclosed to me by a party not collaborating with Partner subsequent to the time of disclosure by Partner or a third party collaborator.
5. Immediately upon termination of my participation in the Civil & Environmental Engineering Capstone Program at BYU, I agree to return to BYU all software, records, project notebooks, memoranda, information, data, programs, models and equipment of any nature in my possession or under my control pertaining to the program.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Full Printed Name of Participant: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Residence: \_\_\_\_\_

Post Office Address: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Signature

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