

The University of Rhode Island (URI)
College of Engineering
Dept. of Electrical, Computer & Biomedical Engineering
(ECBE) Capstone Design Program (CDP)

Intellectual Property Agreement by URI Capstone Students

Students working, on a capstone project, and their Sponsor agree:

1. That Sponsor retains exclusive, worldwide ownership of all rights, title and interest to products, data, drawings, processes, software, object and source code, technologies, and all other intellectual property developed by the students in the performance of their work on the Project.
2. Students agree to waive all rights in favor of Sponsor in any improvement to Sponsor's intellectual property and shall assist Sponsor, as necessary, in Sponsor's efforts to obtain and perfect Sponsor's title to such intellectual property in the United States and any other country which Sponsor deems appropriate; all at the sole expense of Sponsor.
3. Any rewards that Sponsor routinely provides its employees may be provided to Students by Sponsor, if Students are named as inventors on a first filed United States Patent application.
4. This requirement applies to industry-sponsored projects **only**; **URI-based projects** are not subject to this agreement

CONFIDENTIALITY

During the Project, Sponsor may entrust their Team Students, and the CDP Director, with business related information that Sponsor may consider confidential. To protect the proprietary interests of Sponsor and Students' needs to meet educational objectives, the Students, CDP Director and Sponsor agree to the following terms and conditions governing the disclosure and use of such information:

1. The Sponsor will clearly label as "confidential" information shared with CDP Director or Students that is to be treated as confidential. Confidential information is that which is generally not known to the public, and is labeled as confidential, and may include but is not limited to information such as customer data, product specifications, drawings, test methods, product plans, manufacturing process methods, production schedules, business costs, profit, sales, etc. In addition, the Sponsor **MUST** have their students on the team, and CDP Director, sign their own **NDA** (Non-Disclosure Agreement). This can be done in person at the Sponsor Facility, or sent to the CDP Director, who will get the signatures and send via pdf attachments to the Sponsor.
2. Information shared by Sponsor with Students or the CDP Director is done so in good faith and with the understanding that Students and CDP Director will use this information in the best interests of the Project.

3. In the context of the Project, it is understood that Students will make presentations and may discuss project ideas with fellow students in the Capstone Program. The CDP sponsor list, project descriptions and project posters are not considered to be confidential.

4. Confidential information will not be disclosed outside the URI community for a period of three years, unless specifically authorized by Sponsor. Additionally, when confidential information is discussed within the URI community with students or

faculty not party to this Sponsorship Agreement, such information shall be identified as confidential information, which cannot be disseminated to the public. 5. Students and CDP Director will have the right to publish and present information concerning the Project, either on-campus or off-campus. Students and CDP Director will have the right to publish and present information concerning the Project at the Symposium in December 2025 and the Summit in May 2026; dates will be announced later. Publications or presentations for audiences outside the URI community will be submitted for review to Sponsor at least three weeks in advance of publication submittal or presentation. Sponsor will have this time frame to respond with any clarifications regarding information that might be considered confidential or might otherwise jeopardize Sponsor's ability to obtain intellectual property protection. Students and CDP Director will not disclose information that Sponsor identifies as confidential or which Sponsor has identified as that which would jeopardize its ability to obtain intellectual property protection.

IN WITNESS WHEREOF, the Sponsor and the Students, on their project, have executed this Agreement on the respective dates entered below.

SPONSOR:

.....(Name & Title)
.....(Sponsoring
Company)(Address)

Date: _____

STUDENTS ON THE TEAM

Name & Address Signature

Name & Address Signature

Name & Address Signature

_ Name & Address Signature

Name & Address Signature

Date: _____