**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT**

This Assignment Agreement (“Agreement”) is between the Arizona Board of regents for and on behalf of Northern Arizona University, a public land grant university with its principal place of business S. Knoles Drive, Flagstaff, AZ 86011-4087, (“NAU”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an individual, having a place of residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Assignor”) (together the “Parties” or individually “Party”).

**RECITALS**

NAU has offered to provide a project for a Capstone Course (“Project”) and sponsor the work to be performed by Assignor.  NAU wishes to have any intellectual property produced during the Project to be assigned to NAU.  Assignor wishes to work on the Project and agrees to assign the intellectual property rights during the Project.  NOW THEREFORE**,** In consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignor agrees to and hereby assigns all right, title, and interest in and to the Project.  Assignor further agrees to perform any reasonable act deemed necessary or helpful to carry out the intent of this Agreement to assign Assignor’s rights to NAU.

2. The Parties warrant that they have the right to enter into this Agreement.

3. This Agreement embodies the entire understanding of the Parties and shall supersede all previous communication, either verbal or written, between the Parties relating to this Agreement except for the Request.  This Agreement may be amended only by the mutual written agreement of the Parties.

4. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective legal representatives, successors, and assigns.

5. This Agreement is to be governed by and construed in accordance with laws of the State of Arizona. Exclusive venue for any dispute not barred by sovereign immunity arising under, out of, or in connection with this Agreement will be the state and federal courts in or in close proximity to Flagstaff, Arizona unless the action cannot be brought in such court due to statutory proclamation in which case only the venue will be as so proscribed.   The Parties consent to the personal jurisdiction of all such courts and hereby waive any claims of lack of personal jurisdiction or inconvenience of such court.

6. If any provision of this Agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part will be reformed, if possible to conform to law and if reformation is not possible, that part will be deleted and the remainder of the provisions of this Agreement will, subject to this paragraph, remain in full force and effect, unless enforcement of this Agreement without the invalid or unenforceable clause would be grossly inequitable under the circumstances or would frustrate the primary purpose of this Agreement.

**IN WITNESS WHEREOF**, NAU and Assignor have caused this Agreement to be duly executed by duly represented individuals as of the date first above written and as indicated below.

**Northern Arizona University “NAU”**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Assignor”**

By: By:

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

Title: Title:

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