

**CARNEGIE MELLON UNIVERSITY (“Carnegie Mellon”)
EDUCATIONAL PROJECT AGREEMENT (“Agreement”)**

Company name (“Course Sponsor”):

Course title, campus location, semester & year (“Course”):

Instructor(s) teaching the Course (“Instructor(s)”):

Effective date (“Effective Date”):

End date of Agreement (“End Date”):

Brief description of Course project idea (includes any materials to be supplied by and/or planned involvement of Course Sponsor) (“Course Project”): See Attachment A to this Agreement

Financial contribution (if applicable) toward Course Project costs (“Contribution”):

1. *Parties to this Agreement.* The Parties to this Agreement are:

Students in the Course who elect to participate in the Course Project by signing the attached form of “Participation Agreement” (collectively, the “Students”);

Carnegie Mellon; and

Course Sponsor.

In this Agreement each may be called a “Party” and together they may be called “Parties.”

2. *Purpose.* Carnegie Mellon appreciates the Course Sponsor’s willingness to suggest project ideas for Carnegie Mellon’s students and is excited to offer the ability for its students to participate in the Course Project described above. This Agreement documents the terms under which the Course Project will be conducted, including the rights and responsibilities of the various Parties.

3. *Ownership.* Students will retain ownership of the coursework they prepare and submit to the Instructor(s) as part of the Course (the “Student Work Product”). Any materials provided by Course Sponsor for the Course Project will remain owned by Course Sponsor and may only be used by the Students and Carnegie Mellon for the Course Project unless otherwise permitted by Course Sponsor.

4. *Obligations of Carnegie.* Carnegie Mellon will provide to Course Sponsor copies of any and all Participation Agreements that have been signed by Students so that Course Sponsor is aware of all Parties to this Agreement. Carnegie Mellon will also provide (or cause the Students to provide) the Course Sponsor with copies of any and all Student Work Product within thirty (30) days after the Course ends.

5. *Obligations of Students.* Provided Course Sponsor has fully paid Carnegie Mellon as contemplated under this Agreement, each Student hereby grants to Course Sponsor a perpetual, non-exclusive, worldwide, royalty-free license to copy, modify, use, translate, publish and distribute his/her Student

Work Product. Each Student also grants to Carnegie Mellon a perpetual, non-exclusive, worldwide, royalty-free license to publicly perform, publicly display, modify, create derivatives of and otherwise use for academic, educational, administrative or research purposes (a) any and all Student Work Product, and (b) any and all Recordings (as defined below).

6. *Obligations of Course Sponsor.* Course Sponsor must pay the Contribution specified above in full in U.S. Dollars within thirty (30) days after the Effective Date and will also provide any and all materials and/or support for the Course Project specified in the description of the Course Project set out in Attachment A to this Agreement. All payments must be made in U.S. Dollars either by check to “Carnegie Mellon University” or by wire transfer. Checks should be mailed to: Carnegie Mellon University, Financial Services, P.O. Box 371032, Pittsburgh PA 15250-7032. Wire transfer information will be provided to Course Sponsor upon request.

In addition, Course Sponsor understands and agrees that it will be given access to materials prepared as part of an educational course. If Course Sponsor elects to make use of any such materials, Course Sponsor understands that it is at Course Sponsor’s sole risk and that neither the Students nor Carnegie Mellon can be responsible for the consequences of such use. As a result, Course Sponsor agrees to defend, indemnify and hold harmless Carnegie Mellon, its trustees, officers, employees, Students, attorneys and agents (“**Carnegie Mellon Parties**”) from and against any and all liability, damage, loss or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon any or all Carnegie Mellon Parties in connection with any claim, suit, action or demand arising out of or related to any exercise of the rights and licenses granted or provided to Course Sponsor under this Agreement (including the license to the Student Work Product). This indemnity will apply to claims under any theory of liability (including but not limited to actions in the form of tort, warranty, or strict liability, or violation of any law) and regardless of whether such action has any factual basis.

7. *Disclaimers.* ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED PURSUANT TO THIS AGREEMENT (INCLUDING ANY STUDENT WORK PRODUCT), ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. NO PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATERIALS PROVIDED BY IT, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERAL NATURE OF THE PRIOR SENTENCE, NEITHER CARNEGIE MELLON NOR ANY STUDENT MAKES ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS WITH RESPECT TO THE STUDENT WORK PRODUCT. COURSE SPONSOR IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CARNEGIE MELLON OR ANY STUDENT RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED AND/OR PROVIDED TO IT PURSUANT TO THIS AGREEMENT. NEITHER CARNEGIE MELLON NOR ANY STUDENT SHALL BE LIABLE TO THE COURSE SPONSOR OR ANY THIRD PARTY FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT), EVEN IF CARNEGIE MELLON OR THE STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

8. *Miscellaneous.*

- 8.1. The term of this Agreement will begin as of the Effective Date and end on the End Date unless sooner terminated as permitted under this Agreement. The actual Course Project will be conducted during the scheduled Course dates and times, which may be different than the Effective Date and/or End Date of this Agreement.
- 8.2. Each Party agrees that it will not use the name, trademark, or other identifier of any other Party for any advertising, promotion, or other commercially related purpose in connection with this Agreement except with the prior written approval of the relevant Party.
- 8.3. Students (and Course Sponsor, to the extent it is present in the classroom when recordings are being made) hereby grant Carnegie Mellon permission to make audio and/or video recordings of the work performed by them and/or their participation during the Course (the “**Recordings**”) and agree that Carnegie Mellon shall have the perpetual, irrevocable, worldwide right and license to publish, reproduce, exhibit, distribute, broadcast, edit and/or digitize the Recordings in whatever form for Carnegie Mellon’s internal, academic or research purposes relating to the Course and/or similar educational projects.
- 8.4. Unless otherwise indicated elsewhere in this Agreement, no Party to this Agreement may assign or transfer any rights or obligations from this Agreement without the prior written consent of the other Parties. Any attempted assignment in violation of this Section will be null and void.
- 8.5. Unless otherwise indicated elsewhere in this Agreement, all notices and communications in connection with this Agreement will be addressed to the Carnegie Mellon and Course Sponsor officials who sign this Agreement at the addresses noted below the signature lines, and to the Students at the addresses they list on their respective Participation Agreements.
- 8.6. Carnegie Mellon may terminate this Agreement by giving at least five (5) days prior written notice to Course Sponsor (i) in the event Course Sponsor fails to pay the Contribution by the time frame required, or (ii) in the event Course Sponsor otherwise breaches the Agreement (and such failure or breach is not fully cured within such 5-day timeframe), or (iii) in the event the Course is canceled for any reason. Course Sponsor may terminate this Agreement by giving at least five (5) days prior written notice to Carnegie Mellon in the event Carnegie Mellon (iv) does not conduct the Course or (v) otherwise breaches this Agreement (and such breach is not fully cured within such 5-day timeframe). In the event that Carnegie Mellon elects to terminate this Agreement due to Course Sponsor’s nonpayment or breach of this Agreement, Course Sponsor forfeits the license rights otherwise granted to it under Section 5 above. Any Students may withdraw from and/or drop the Course as permitted by Carnegie Mellon practices and policies, provided that any and all Student Work Product provided to Carnegie Mellon by such Student prior to withdrawal may be used by Carnegie Mellon and Course Sponsor consistent with the terms of this Agreement. Any provision which by its nature would naturally survive the expiration or termination of this Agreement will do so (including but not limited to indemnification obligations).
- 8.7. Any amendments to this Agreement must be in writing and signed by authorized representatives of Carnegie Mellon and Course Sponsor (and, to the extent such amendments affect the rights or obligations of any Students, also by such Students).

- 8.8. Nothing contained in this Agreement shall prevent either Course Sponsor, Carnegie Mellon or any Student from entering into projects with third parties which are similar to the Course Project, or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, technologies or products which are similar to and competitive with intellectual property resulting from the Course Project.
- 8.9. If any portion of this Agreement is determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law, then the rest of the Agreement will remain in effect and the Parties will substitute a suitable and equitable provision for the invalid/unenforceable provision in order to carry out the original intent and purpose of the original Agreement.
- 8.10. In all matters relating to this Agreement, the Parties are acting as independent contractors and no Party will represent that it has any authority to assume or create any obligation or warranty on behalf of the other Parties and/or to represent the other Parties as agent, employee or in any other capacity.
- 8.11. The section headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 8.12. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each Party consents to the exclusive jurisdiction of any such courts and waives any objection which such Party may have to the laying of venue in any such courts.
- 8.13. This Agreement and the executed Participation Agreements constitute the entire agreement among the Parties and supersede all previous agreements and understandings relating to the subject matter of this Agreement.

Intending to be legally bound, the Students, Course Sponsor and Carnegie Mellon agree to the terms and conditions of this Agreement as of the Effective Date.

COURSE SPONSOR:

By: _____

Name: _____

Title: _____

Address for notices:

CARNEGIE MELLON UNIVERSITY:

By: _____

Name: _____

Title: _____

Address for notices:

ATTACHMENT A – COURSE PROJECT DISCRIPTION

ATTACHMENT B – PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT

Course title, campus location, semester & year (“**Course**”):

Instructor(s) teaching the Course (“**Instructor(s)**”):

Company name (“**Course Sponsor**”):

As a part of the Course, you have the opportunity to participate in an educational project suggested by the Course Sponsor listed above.

BY SIGNING THIS FORM, YOU HEREBY AGREE TO BE LEGALLY BOUND AS A “STUDENT” TO THE TERMS AND CONDITIONS OF THE EDUCATIONAL PROJECT AGREEMENT ATTACHED TO AND INCORPORATED INTO THIS PARTICIPATION AGREEMENT. PLEASE READ THE EDUCATIONAL PROJECT AGREEMENT CAREFULLY BEFORE YOU DECIDE WHETHER TO SIGN THIS PARTICIPATION AGREEMENT. THIS IS A LEGALLY-BINDING AGREEMENT AND INCLUDES OBLIGATIONS YOU MUST FULFILL (INCLUDING THOSE IN THE ATTACHED EDUCATIONAL PROJECT AGREEMENT). IF YOU SIGN THIS AGREEMENT AND THEN DO NOT ABIDE BY YOUR OBLIGATIONS, YOU COULD FACE LEGAL ACTION.

STUDENTS TRADITIONALLY RETAIN COMPLETE OWNERSHIP AND CONTROL OF THE WORK THEY CREATE IN THE CLASSROOM—HOWEVER, IF YOU SIGN THIS FORM AND CHOOSE TO PARTICIPATE IN THE COURSE PROJECT, YOU WILL BE GRANTING CERTAIN RIGHTS AND LICENSES TO YOUR COURSEWORK (AS MORE FULLY DESCRIBED IN THE ATTACHED EDUCATIONAL PROJECT AGREEMENT).

IF YOU DO NOT WISH TO PARTICIPATE IN THE COURSE PROJECT AND/OR DO NOT AGREE WITH THE TERMS CONTAINED IN THIS DOCUMENT AND THE ATTACHED EDUCATIONAL PROJECT AGREEMENT, YOU DO NOT HAVE TO SIGN THIS DOCUMENT. YOU MAY PERFORM AN ALTERNATIVE PROJECT AS DIRECTED BY THE INSTRUCTORS IN ORDER FOR YOU TO FULFILL YOUR COURSE REQUIREMENTS.

By signing below, you represent and warrant that you are at least 18 years old.

STUDENT

By: _____

Printed Name:

Local Address:

Permanent Address: