

CORNELL STANDARD PROJECT AGREEMENT FOR EXTERNAL COLLABORATIONS (CSP-EC)

Version 2.0, May 17, 2021

The goal of this agreement is to make it easy for students and organizations to cooperate on student projects for experiential learning and academic credit.

This agreement is designed to be a versatile and fair agreement serving as the model form of engagement between the students and different organizations of any type or size.

All users are encouraged to use this agreement without modification. If, for any reason, it is necessary to modify these terms, please contribute the new terms with comments to jhartmann@cornell.edu

TIP ► To help make this agreement more readable, we've included tips along the way to clarify the legal terms and highlight their underlying purpose.

1 THE AGREEMENT

1.1 This is an agreement (“**Agreement**”) made between _____
_____ (“**Student**”) and _____
_____ as the host organization
 (“**Organization**”) on this date _____ (“**Effective Date**”).

1.2 Wherein, Student is currently enrolled in _____
 (“**Program**”), an academic program offered by _____, the
 Student’s institution (“**School**”).

TIP ► Notice that certain terms in this section are emphasized (e.g., “The Student”). This is a common legal mechanism that indicates a term is being defined for use in a particular agreement. Any reference to a defined term later in the agreement will refer to the specific meaning created where it was defined.

2 THE PROJECT

2.1 The “**Project**” means the student project titled “_____”
_____,” to be fulfilled by the Student as part of the
 Program in cooperation with the Organization.

2.2 This Agreement is entered into for educational purposes benefitting the Student, the Organization, and School. No payment is due from any party to any other party in

connection with the Project and there is no promise that the Project will produce anything of commercial value.

TIP ► The primary purpose of the project is the education of the student. Organizations and students should define projects that are learning experiences and expose students to real-world challenges and opportunities within the Organization.

- 2.3 The Student shall at no time be construed to be an employee of the Organization, and there has been no promise of future employment.
- 2.4 The Student's work related to the Project shall be advised by a member of the School's faculty ("Advisor").
- 2.5 The "Duration" of the Project means the period from _____ ("Start Date") to _____ ("End Date"), unless this Agreement is terminated earlier under Section 7.

3 INTELLECTUAL PROPERTY

- 3.1 "Intellectual Property" means all intellectual property created by the Student in connection with the Project during the Duration.
- 3.2 Intellectual Property may exist or be created under the law of any jurisdiction in the world, including, without limitation: (a) rights associated with works for authorship, including copyrights; (b) trademarks, trade names, service marks, logos, insignias, trade dress, domain names and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) tangible embodiments of any of the foregoing, or any application based in whole or in part on any of the foregoing related to any of the rights referred to in clauses (a) through (f) of this sentence.
- 3.3 The Student affirms that their rights to Intellectual Property (IP) are not encumbered by any prior agreements to which the Student is a party.

TIP ► Students that have signed employment agreements, received research or academic appointments, or are working on sponsored research projects (including most PhD and some Masters Students) may have assigned IP rights to their School or another party. **This Agreement is only appropriate for students that have *not* performed work on sponsored or other School related research, are not pursuing related work on the subject Project, or who have not granted to any other party the rights to any IP they create in connection with this Project.** Students should affirm these representations to ensure they are accurate.

3.4 Pursuant to the terms of the School’s applicable intellectual property policy, and expressly excluding School related research, work for hire, commissioned research, and sponsored research, the School shall not claim IP ownership in Student coursework or IP created by the Student in connection with the Project.

TIP ► This agreement is only appropriate for schools where the students own any IP they create as a part of their coursework (except in the cases described above). Make sure to check the school’s policy.

3.5 The Student and the Organization hereby agree that all Intellectual Property is publishable, and may be open-source, or otherwise may be made freely available to the public.

TIP ► The Project is subject to principles of academic freedom and any results are unrestricted and may be shared for public benefit.

3.5.1 Where the Organization or the Student chooses to make software created by the Student as part of the Project freely available to the public, it shall be distributed under the Apache 2.0 open-source license.

TIP ► The Apache 2.0 license is a permissive free open-source license that allows the user of the software the freedom to use the software for any purpose, distribute it, modify it, and to further share modified versions of the software, under the terms of the Apache 2.0 license, without the prospect of royalties. Any intellectual property resulting from this Project remains freely available to both the Student and the Organization.

3.5.2 To ensure the Organization’s intellectual property will not be subject to compromise under an open-source license, the Student will only make their Intellectual Property available to the public.

3.6 The Student shall not create software in connection with the Project infringing upon the intellectual property of third parties.

TIP ► If either party chooses to subsequently pursue the IP for commercial purposes, the responsibility falls on that party to perform any due diligence.

4 CONFIDENTIALITY

4.1 “**Confidential Information**” means all trade secrets or confidential or proprietary information designated as such by the Organization in a conspicuous written or verbal manner to the Student at the time it is disclosed, the maintenance of which is important to the Organization. Confidential Information does not include information that is

trivial, obvious, publicly available or known to the Student at the time of disclosure, or comes to the Student permissibly through third parties.

TIP ► If a student is not sure if some given information is confidential, they should assume the information is confidential unless they get clarification otherwise from the organization.

- 4.2 The Student agrees not to disclose the Organization's Confidential Information with anyone who is not similarly bound by non-disclosure obligations to the Organization. The Student agrees to take reasonable measures to protect Confidential Information. Nothing contained herein shall interfere with the School or Advisor from affirming the learning objectives associated with the Project. For the avoidance of doubt, the School shall not be liable for Student's breach of the Student's non-disclosure obligations to the Organization.
- 4.3 The Advisor must be able to assess learning objectives associated with the Project without regard to Confidential Information necessary to affirm the criteria for academic credit or the course learning objectives.

TIP ► Students won't disclose information the organization tells them is confidential, even to their advisor. If so much of a project is confidential or proprietary that the students cannot convey its value to their advisor, it's a sign the project is not a good choice for a student project.

5 PUBLIC DISCUSSION

- 5.1 The "Project Results" refer to a description of the Project, including, but not limited to, the Project's summary, research, data, methods and results.
- 5.2 The Project Results can be published or presented by the Student publicly.
- 5.3 The Project Results shall not include Confidential Information.
- 5.4 The name of the Organization shall not be considered Confidential Information and may be disclosed in the Project Results.
- 5.5 The Organization shall have the opportunity to review the Project Results in advance of publication or presentation during the Duration of the Project.
- 5.6 The Student shall not use the trademarks or logos of the Organization publicly without the prior written consent of the Organization.

TIP ► Principles of academic freedom embody a culture of openness and peer review, where students are expected to openly discuss and publish the results of their work. Organizations should choose projects that can benefit from these principles.

6 LIABILITY

- 6.1 Neither party makes any representations or warranties of any kind, either express or implied, statutory or otherwise, including, but not limited to, warranties of merchantability or fitness for a particular purpose.
- 6.2 Except for actions that rise to the level of intentional misconduct or gross negligence, neither party shall be liable to the other for monetary damages arising out of the actions under this Agreement. Without limiting the foregoing, in no event will either party be liable for any indirect, special, incidental, consequential, exemplary or punitive damages. The parties' obligations associated with intellectual property and confidential information shall survive the termination of the Agreement for any reason.

TIP ► Except for cases of intentional misconduct or gross negligence, the Student and the Organization relinquish causes of actions for simple negligence and money damages from each other. If either party feels this limitation on liability is insufficient for the risk they're taking, it may be an indication the Project is not a good choice for a Student project.

7 TERMINATION

- 7.1 Any party may terminate this agreement at any time, with or without cause, effective immediately upon written notice to the other party. Otherwise, this agreement will automatically terminate immediately on the End Date.
- 7.2 If this agreement is terminated prior to the End Date, the Duration means the period from the Start Date to the date of termination.
- 7.3 Upon termination the Student shall dispose of or return all Confidential Information, except where otherwise required by law.
- 7.4 Sections 3, 4, 5, 6, 7.3, 7.4 and 8 shall survive termination of this agreement.

TIP ► Anybody can stop the Project, at any time, for any reason. However, when the Project terminates, certain rights and responsibilities (e.g., protecting confidential information) continue.

8 LEGAL AUTHORITY

- 8.1 The Agreement constitutes the entire agreement of the parties, and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter herein. Any amendments hereto must be in writing and signed by respective the Student and authorized representative of the Organization.

TIP ► This agreement supersedes other terms that may have been previously agreed on, verbally or in writing, with respect to IP, confidentiality, public discussion, liability, etc. If terms need to be revised later, they must be in writing and signed by all parties.

8.2 This Agreement shall be construed under the laws of the state of New York, without regard to conflict of laws principles. Any legal action arising out of or relating to this Agreement shall be instituted in a federal or state court serving New York, NY, and the county or district of the School's campus; each party hereby consents and submits to the personal jurisdiction of such court and waives any objection to such venue.

TIP ▶ If anybody seeks legal redress, venue may be based on the location of the School's campus.

8.3 The Agreement's Preamble and Tips are solely indications of intent for the Agreement and subject provisions.

TIP ▶ While we hope the preamble and Tips are helpful, they are not legally dispositive.

8.4 The Students are required to deliver a fully signed copy of this agreement to a designated staff or faculty member in connection with the Project.

9 GENERAL TERMS AND CONDITIONS

9.0 **NON-DISCRIMINATION:** The parties agree to comply with applicable state and federal non-discrimination requirements in the hiring of their respective employees and in the treatment of Students under the Agreement.

9.1 **STATUS OF STUDENTS:** The Student participating shall in no way be considered as servant, agent, or employee of the Organization, nor shall they be entitled to any fringe benefits, Worker's Compensation, Unemployment Compensation, Health Insurance Programs or to any other rights that may be offered to Organization employees.

WHEREOF, the parties are duly executing this agreement as of the Effective Date:

The Student	The Organization
By: _____	By: _____
Name: _____	Name: _____
	Title: _____

APPENDIX 1

[Project Description /scope of work here]