

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

Version 1.8a, April 13, 2017

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

This agreement is designed to be a nimble, versatile, and fair agreement that can serve as a standard model of engagement between the students of many different schools and organizations of many types and sizes.

Everyone is encouraged to use this agreement as written. If, for any reason, it is necessary to modify these terms, please contribute the new terms with comments to gregpass@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 rationales.

1 THE AGREEMENT

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

1.2 Wherein, The Student is a student of _____ (“**The 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 carried out by The Student for academic credit from The School in cooperation with The Organization.

2.2 This agreement is entered into for educational, not commercial, purposes. 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 is not an employee of The Organization, and has not been made a promise of future employment.
- 2.4 The Project is advised by a member of The School’s faculty (“**The Advisor**”).
- 2.5 “**The Duration**” of The Project means the period from _____ (“**The Start Date**”) to _____ (“**The End Date**”), unless this agreement is terminated 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; (f) tangible embodiments of any of the foregoing; and (g) rights in or relating to applications for registration, renewals, extensions, including utility applications, divisionals, continuations, continuations-in-part, international applications and/or foreign regional and/or national applications, 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 are not encumbered by any prior agreements to which The Student is a party.

TIP Students that have signed employment agreements, received school appointments, or are working on sponsored research projects (including most PhD and some Masters students) may have assigned IP rights to another party. This agreement is only appropriate for students that have not granted to any other party the rights to any IP they create in connection with this project. Students should check to make sure.

- 3.4 Pursuant to the terms of The School’s policy, and in acknowledgment of The Student’s affirmation in Section 3.3, The School shall not own Intellectual Property 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 In exchange for mutual consideration, the receipt of which is hereby acknowledged, The Student and The Organization hereby agree that all Intellectual Property is dedicated to and made freely available to the public.

TIP The project is for educational purposes and any resulting intellectual property is openly 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, to distribute it, to modify it, and to distribute modified versions of the software, under the terms of the license, without concern for royalties. Any intellectual property resulting from this project is therefore freely available to both the student and the organization.

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

3.6 The Student will not intentionally create software in connection with The Project that infringes on the intellectual property of third parties.

TIP A student should not be expected to ensure their project is free from third party IP claims. 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, or information which would be apparent to a person familiar with The Organization's business to be of a confidential nature, 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.

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 will not share Confidential Information with anyone, except for parties authorized by The Organization to possess Confidential Information. Furthermore, The

Student will take reasonable measures to protect Confidential Information, such as password-protecting devices with Confidential Information.

- 4.3 The Advisor must be able to assess that the contribution of The Student to The Project meets the criteria for academic credit without access to Confidential Information.

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"** means a description of The Project, including, but not limited to, The Project's summary, research, methods and results.
- 5.2 The Project Results can be published or presented by The Student to the public.
- 5.3 The Project Results shall not include Confidential Information.
- 5.4 The name of The Organization shall not be considered Confidential Information and will 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 prior written consent of The Organization.

TIP An academic culture thrives on openness and peer review, where students are expected to publicly discuss and publish their work. Organizations should choose projects that can benefit from this culture.

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, the warranties of merchantability and 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.
- 6.3 Either party is entitled to seek equitable performance of the other party's obligations under this agreement.

TIP Except for cases of intentional misconduct or gross negligence, the student and the organization can't seek money from each other. However, they can make sure the other party fulfills their legal obligations (e.g., to cooperate in applications for IP rights). If either party feels this limitation on liability is insufficient for the risk they're taking, it is a sign 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 delete 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, even when the project stops, certain legal rights and responsibilities (e.g., protecting confidential information) remain.

8 LEGAL AUTHORITY

- 8.1 This agreement constitutes the entire agreement of the parties with respect to the subject matter of the foregoing, and supersedes all prior representations, understandings and agreements between the parties with respect thereto. No amendment to this agreement shall be binding unless in writing and signed by The Student and an 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 written and signed by all parties.

- 8.2 This agreement shall be construed under the laws of the state and country in which the office of The Organization in which The Student carries out The Project is located, 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 in the state in which the headquarters of The Organization is located and each party hereby consents and submits to the personal jurisdiction of such court and waives any objection to such venue.

TIP If anybody sues, legal jurisdiction is based on the location of the headquarters of the organization.

8.3 Neither the preamble nor tips are considered part of this agreement. Accordingly, those provisions are not legally binding and should not be used to justify any interpretation of the language in this agreement.

TIP While we hope the preamble and these tips were helpful, they are not legally binding. If you want to know exactly what the agreement says, you have to read the actual agreement.

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.

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

The Student

By: _____

Name: _____

The Organization

By: _____

Name: _____

Title: _____

The form of this agreement has been provided as a public service and should not be construed as legal advice for any particular facts or circumstances.