

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

Company name (“**Course Sponsor**”): [ORGANIZATION NAME]

Course title, campus location, semester & year (“**Course**”): [INSERT INFORMATION]

Effective date (“**Effective Date**”): the date of last signature (as between Carnegie Mellon and Course Sponsor) or [INSERT COURSE START DATE], whichever is earlier.

End date of Agreement (“**End Date**”): [INSERT 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

Financial contribution (if applicable) toward Course Project costs (“**Contribution**”): [INSERT DOLLAR AMOUNT]

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 form of “Participation Agreement” attached as Attachment B (collectively, the “**Students**”);

Carnegie Mellon, a Pennsylvania nonprofit corporation with a principal place of business located at 5000 Forbes Avenue, Pittsburgh, PA 15213; and

Course Sponsor, a [jurisdiction of incorporation/organization and type of entity] with a principal place of business located at [address of company].

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 in Attachment A. 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 Carnegie Mellon as part of the Course requirements (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 Mellon.* 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 twenty (20) days after the Course ends.

5. *Obligations of Students; FERPA Consent.* Provided Course Sponsor has fully paid Carnegie Mellon as contemplated under this Agreement, each Student hereby grants to Course Sponsor a fully-paid, non-exclusive, non-sublicensable, non-transferable, perpetual, royalty-free, worldwide license to copy, create derivatives, modify, publicly distribute, publicly display, publicly perform, publish, reproduce, translate, and use the Student's 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, promotional, publicity or research purposes (a) any and all Student Work Product, and (b) any and all Recordings (as defined below).

The Students retain ownership of and all right, title and interest in the Student Work Product except for the rights and licenses expressly granted to the Course Sponsor and Carnegie Mellon as stated in the foregoing.

Each Student acknowledges and agrees that copies of the Participation Agreements and Student Work Product will be provided to Course Sponsor as required under this Agreement. To the extent any or all such information constitutes an educational record within the meaning of the Family Educational Rights and Privacy Act of 1974 (FERPA), each Student hereby freely and voluntarily consents to Carnegie Mellon providing such information to Course Sponsor.

6. *Obligations of Course Sponsor.* Course Sponsor will be invoiced for the full Contribution, if applicable, upon execution of this Agreement. Course Sponsor must pay the invoice in full within thirty (30) days upon receipt of invoice. The Contribution may be used by Carnegie Mellon at its discretion to support the Course Project and/or for other purposes consistent with Carnegie Mellon's status as a non-profit 501(c)(3) corporation.

All payments must be made in U.S. Dollars either by check made out to "Carnegie Mellon University" or by wire transfer using the relevant payment information listed below the signature lines of this Agreement. Course Sponsor agrees that any and all payments required to be made under this Agreement will be free of any type of applicable taxes, offsets or withholdings. To the extent Course Sponsor is required by applicable law, regulation and/or ordinance to withhold, offset and/or deduct any portion of the money to be paid to Carnegie Mellon, then the amounts due under this Agreement shall be increased to such amounts as may be necessary to yield Carnegie Mellon the amount it would otherwise have received had such payments been made without deduction for any such withholdings, offsets and/or deductions.

Course Sponsor will also provide any and all materials and/or support for the Course Project specified in the description of the Course Project. Therefore, Course Sponsor hereby grants to Students and to Carnegie Mellon a non-exclusive right to access, use, modify, copy, and create derivative works of any information, data, and/or materials (including copyrighted works) provided by the Course Sponsor solely for use in connection with the Course Project. Course Sponsor further agrees that any information, data, and/or materials (including copyrighted works) provided shall not contain any personally or individually identifiable information, confidential information or export-controlled information.

In addition, Course Sponsor understands and agrees that it will be given access to materials prepared as part of an educational course without any guarantee of a particular outcome. 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 attorney's 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 MAKE 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 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. Students (and Carnegie Mellon, within the scope of the licenses granted to it by the Students) may, in their discretion, publish and disseminate the Student Work Product (including but not limited to in student portfolios and/or online).

8.3. Except for as set forth below, 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. For clarification, the Parties agree that Students may however include information about this Course Project and/or Course Sponsor's sponsorship of it on the Students' respective resumes, portfolios, or other materials describing the Students'

experience. In addition, Carnegie Mellon may list the Course Sponsor's name in plain text (i.e. no use of Course Sponsor's logo(s) or stylized marks) with a brief description of the Course project on CMU's practicum and news pages of the Information Networking Institute ("**INI**") website and in a program for INI's practicum showcase event.

- 8.4. Carnegie Mellon (and/or individual Students, as permitted by Carnegie Mellon) may make audio and/or video recordings of the work performed by them and/or their participation during the Course (the "**Recordings**"). Students (and Course Sponsor, to the extent it is present when recordings are being made) hereby agree that such Recordings may be made and agree that Carnegie Mellon (and the recording Student, as applicable) 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 and/or the recording Student's academic, promotional, publicity, or research purposes relating to the Course and/or similar educational projects.
- 8.5. 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.
- 8.6. 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 all of the addresses they list on their respective Participation Agreements and may be provided either personally, by registered mail, certified mail, electronic mail with confirmation of receipt, and/or reputable overnight courier (such as UPS, FedEx, etc.).
- 8.7. Carnegie Mellon may terminate this Agreement by written notice to Course Sponsor in the event (a) Course Sponsor fails to pay the Contribution by the timeframe required or otherwise breaches the Agreement (provided that the termination shall be effective only if such failure or breach is not fully cured within five (5) days after Course Sponsor receives such written notice; or (b) the Course is canceled for any reason; or (c) the instructors/teaching assistants, in their discretion, have determined that the Course Project is not able to continue because one or more Students withdrew from and/or dropped the Course and/or were reassigned to another Course project.

In the event that Carnegie Mellon terminates 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.

Course Sponsor may terminate this Agreement by written notice to Carnegie Mellon in the event Carnegie Mellon does not conduct the Course, or if Carnegie Mellon breaches this Agreement (provided that the termination shall be effective only if such breach is not fully cured within five (5) days after Carnegie Mellon receives such written notice).

Carnegie Mellon may cancel the Course, and any Student(s) 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 such cancellation or withdrawal may be used by Carnegie Mellon and Course Sponsor consistent with the terms of this Agreement. In addition, Carnegie Mellon may re-assign students in the Course to different projects in the event that such re-assignment is necessary or desirable to fulfill the goals of the Course (provided that any students who are newly assigned to this Course Project

must sign a Participation Agreement in the form of Attachment B). Course Sponsor understands and agrees that Carnegie Mellon cannot guarantee that any specific Carnegie Mellon students will participate in the Course Project and/or that the same Students will be involved in the Course Project during the entire term. 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).

- 8.8. 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). Without limiting the general requirements for amendments listed in the prior sentence, during the term of this Agreement Course Sponsor shall not provide any other agreements to the Students relating to the subject matter of this Agreement without first obtaining from Carnegie Mellon's Office of Sponsored Programs written consent to provide such agreements to the Students. To the extent that Course Sponsor provides any such other agreement to the Students without first obtaining such prior written consent, the Course Sponsor agrees that the terms and conditions contained therein are null and void and will not otherwise be enforced against any Students or Carnegie Mellon notwithstanding anything to the contrary in such other agreements and regardless of whether any Students signed any such other agreements.
- 8.9. 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.
- 8.10. 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. 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.

- 8.14. As an institution of higher learning, Carnegie Mellon has many foreign national employees and students, and it typically performs fundamental research that is exempt from export control licensing under applicable export control laws. Course Sponsor agrees that it will not provide or make accessible any export-controlled information or materials under this Agreement to Carnegie Mellon or any Students without first informing Carnegie Mellon's Office of Sponsored Programs of the export-controlled nature of the information or materials and obtaining from Carnegie Mellon's Office of Sponsored Programs its written consent to accept such information or materials as well as any specific instructions regarding the mechanism pursuant to which such information or materials should be passed. To the extent there is a situation where the transfer of information, data or materials (including but not limited to the return of any materials being loaned by Course Sponsor under this Agreement) to Course Sponsor requires an export control license from the pertinent agency of the United States Government and/or written assurances by Course Sponsor that Course Sponsor shall not export data or commodities to certain foreign countries without prior approval of such agency, Course Sponsor understands that there are no guarantees that such a license will be issued.
- 8.15. Except for Course Sponsor's payment obligations, no party shall be liable under this Agreement for delay in performance of its obligations hereunder due to fire, flood, strike, or other labor difficulty, act of God, war (declared or undeclared), terrorist act, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.
- 8.16. If Course Sponsor representatives are invited to attend any Course Project presentations and/or sessions (either remotely or in person), such participation is subject to any then-current security and/or other access requirements or policies indicated by Carnegie Mellon. Carnegie Mellon reserves the right at any time to exclude Course Sponsor representatives from such participation and/or Carnegie Mellon's premises in the event Carnegie Mellon believes in its discretion that the conduct of such persons is objectionable or detrimental to the proper administration of Carnegie Mellon and/or the Course.
- 8.17. Notwithstanding anything to the contrary contained herein, information related to this Agreement, including a copy of this Agreement, may be reported by Carnegie Mellon as required by applicable Federal, state, and local disclosure laws and regulations.
- 8.18. 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. Unless explicitly accepted in this Agreement or in a document specifically entitled as an amendment to this Agreement, terms appearing in purchase orders or vendor payment systems shall be of no effect other than evidencing Course Sponsor's intent to be bound to 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:

CARNEGIE MELLON UNIVERSITY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Course Sponsor notices:

Address for Carnegie Mellon notices:
Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh, PA 15213
Attn: Office of Sponsored Programs
Email: osp@cmu.edu

Address for Course Sponsor invoices:

E-mail address for Course Sponsor invoices:

Address for payments made to Carnegie Mellon:

Wire Transfers:

Name: BNY Mellon
Address: 500 Ross St., Pittsburgh,
PA 15262
Account Name: Carnegie Mellon University
Cash Management Account
Account Number: 1979003
ABA Number: 043000261
SWIFT CODE: IRVTUS3N

Checks:

Carnegie Mellon University
PO Box 360456
Pittsburgh, PA 15251-6456

Please include “[**INSERT COURSE NUMBER**]” as a reference on any check or wire transfer.

Attachment A – Course Project Description
Attachment B – Form of Participation Agreement

Attachment A – Course Project Description

[INSERT DESCRIPTION]

[Drafting Note: Descriptions should be detailed enough for all parties to understand what is occurring throughout the Course. However, there should be *no references* to deliverables; promised outcomes; stated specifications (certain functionality, performance criteria, etc.); milestones/deadlines/hard schedules; or language that allows the Course Sponsor to determine the scope/details of the project.

Additionally, projects that are specific to existing Course Sponsor proprietary products or services draw a fine line between what is and is not appropriate for the Course setting. Student work should have general utility/applicability without being inextricably intertwined with the Course Sponsor’s proprietary goods/services/confidential info.

HINT: In order to comply with various rules, regulations and policies (including those related to tax-exempt bond financing and the university’s policies and expectations regarding academic work being used for credit), CMU cannot contract for the students to perform vendor/consulting work (i.e., work for hire); if the topic/scope looks like vendor/consulting work, it is probably inappropriate for a Course Project setting.]

Data, information, and/or materials to be provided by Course Sponsor: [PROVIDE ANSWERS]

Materials/Data/Information. Will Course Sponsor provide any materials, data, and/or information for use in the Course Project?

No

Yes

If Yes, please provide a general description:
(reminder: no confidential, personally identifiable or export-controlled information should be provided)

Attachment B – Form of Participation Agreement

PARTICIPATION AGREEMENT

Course title, campus location, semester & year (“**Course**”): **[INSERT INFORMATION]**

Company name (“**Course Sponsor**”): **[ORGANIZATION NAME]**

Course Project Title: **[INSERT INFORMATION]** – can be used in all instances or only in the instance where one Course Sponsor is sponsoring multiple projects in the same semester]

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

Terms of the Educational Project Agreement.

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 (INCLUDING BY THE COURSE SPONSOR).

Intellectual Property Terms.

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 COURSE INSTRUCTORS/TEACHING ASSISTANTS IN ORDER FOR YOU TO FULFILL YOUR COURSE REQUIREMENTS.

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

By: _____

Campus (Pittsburgh/Local) Residential Address:
(do not list your campus office or building)

Printed Name: _____

Personal Email address: _____

Permanent (Home) Address:

Date: _____