

An Educational Partner's Guide to Certification Programs at Carnegie Mellon Robotics Academy

Introduction

Carnegie Mellon Robotics Academy's (CMRA) mission is to use the motivational effects of robotics to excite students about STEM and Computer Science. CMRA's Educational Partner program provides partners with access to experts in robotics and computer science education, world-renown curriculum and teaching tools, and a learning management system with a certification engine.

The purpose of this guide is to provide general information about the unique aspects of contracting with institutions of higher education like Carnegie Mellon to streamline CMRA's contracting process with its Educational Partners. To that end, Carnegie Mellon has developed a contract template tailor-made for the educational programming provided by CMRA, which provides a balanced approach to the types of common issues that may arise during negotiations.

Understanding the Goals of Higher Education and Educational Partners

As a nonprofit, tax-exempt 501(c)(3) organization of higher education, Carnegie Mellon's primary goal is to create and disseminate knowledge. By comparison, Educational Partners understandably seek to achieve goals of developing programs and services that will serve the needs of their customers and increase shareholder value through growth and competitive advantage. Bridging the gap between the parties' respective goals is essential to forging a successful relationship. In addition, acknowledgement and respect of their distinct cultures and perspectives will help ensure that the contracting process is not derailed.

A potential obstacle to establishing a successful collaboration is the parties' disparate views of the fundamental objective of the alliance. A university's driving goal is to create a collaborative environment in which the exchange of knowledge is encouraged. In contrast, an Educational Partner may view the relationship as a means of obtaining tangible deliverables and/or specific services. While it has been Carnegie Mellon's experience that a traditional "customer-vendor" contracting approach does not meet both parties' goals, an early understanding of certain key concepts can clear the path for the creation of an execution education agreement with mutually-agreeable terms.

Understanding the Structure of the CMRA Education Program

Ownership and Use of Course Materials. As a tax-exempt organization, Carnegie Mellon is expected to use its resources to perform activities related to its exempt purposes (essentially, in consideration for not having to pay taxes on income, tax-exempt organizations are not expected to behave like private companies or use their resources to benefit private companies). As such, Carnegie Mellon is not supposed to use its resources (e.g., money, personnel, intellectual property, facilities) to provide "private benefit" to individuals or entities. To avoid jeopardizing its exempt status, Carnegie Mellon does not engage in "work for hire" types of agreements that are typical for for-profit companies and consultants, nor does the university offer ownership to the work product that it produces.

Carnegie Mellon appreciates that an Educational Partner may want to assert ownership of the course materials used by CMRA in providing courses. However, faculty and staff members typically do not develop course materials for commercial purposes with a view towards transferring ownership to Educational Partners. Rather, faculty and staff leverage their existing expertise and educational materials in designing course materials to meet the objectives of a given course. The repurposing, copying, modification and creation of derivative works from pre-existing educational materials is commonplace in higher education.

Ownership and Use of Materials Provided by the Educational Partner. To provide Carnegie Mellon with insight into the particular topics and areas that the Educational Partner would like to have addressed by an education program, the Educational Partner may elect to provide certain company materials and information to Carnegie Mellon for use in putting together the program. Carnegie Mellon understands that an Educational Partner may have legitimate concerns about safeguarding its rights to proprietary or confidential information that may be used by a faculty or staff member in tailoring course materials to the Educational Partner's specific objectives. However, neither Carnegie Mellon nor its faculty or staff acquire any intellectual property rights in the Educational Partner's property or confidential information by its incorporation into the course materials. The materials provided by the Educational Partner will be used in connection with preparing and delivering the education program. An agreement between the Educational Partner and Carnegie Mellon for use of such materials will need to be a written agreement signed to ensure both parties are satisfied with the placement and/or delivery of the materials.

Confidentiality. Carnegie Mellon can agree to keep confidential certain information that its Educational Partners would like to pass to Carnegie Mellon Robotics Academy for use in education courses. For the avoidance of doubt, Carnegie Mellon requires Educational Partners to mark or identify the information as confidential or proprietary.

Warranties and Indemnification. Companies are accustomed to entering into agreements containing standard representations and warranties, and provisions allocating risk between the parties. However, for the reasons discussed, below, Carnegie Mellon Robotics Academy provides education courses on an "as is" basis with no warranties of any kind. Likewise, the university does not contractually agree to defend and pay for any claims that may result from the courses, including the Educational Partner's use of information shared during the programs, as well as the course materials.

Because Carnegie Mellon is a nonprofit organization and does not have a pool of profits to support any such warranties and indemnities, it simply is not in the position to offer these kinds of clauses that are generally offered by for-profit Educational Partners. Likewise, as noted above, course materials and other information shared in executive education programs are developed by faculty and staff in furtherance of the university's academic mission, as opposed to being engaged to provide a product or service for an Educational Partner's specific

commercial purposes. To make any warranties or accept risks associated with infringement claims, Carnegie Mellon would have to conduct worldwide intellectual property due diligence to assure that third party intellectual property rights have not been violated. This would be burdensome and cost-prohibitive to the university.

Although Carnegie Mellon does not offer the contractual protections of a typical for-profit consulting firm, Carnegie Mellon Robotics Academy's education provides its Educational Partners a unique collection of expertise (access to experts in robotics education, world-renown robotics curriculum and teaching tools, and a learning management system / certification engine) not found in a single firm, and may also be able to provide education courses at a lower cost due to its nonprofit status.

Export Control. The university is an open campus and has many faculty, staff and students who are not U.S. citizens or permanent legal residents. Carnegie Mellon does not perform export-controlled work on campus or restrict its presenters of education to only U.S. citizens. Therefore, the university generally does not want or need to take receipt or access to export-controlled information in the context of the education program. In addition, the provision of export-controlled materials by the Educational Partner to a Carnegie Mellon non-U.S. citizen employee may require an export license. As a result, Carnegie Mellon asks that its partners not provide the university with any export-controlled information or materials in connection with the education courses unless it has first notified the university that it would like to do so and makes prior arrangements with Carnegie Mellon to confirm Carnegie Mellon is able and willing to accept such controlled information. Educational Partners (rather than Carnegie Mellon) are in the best position to know the export-controlled nature (if any) of any information or materials they plan to provide to the university.

Branding Guidelines. The Carnegie Mellon Robotics Academy's visual identity creates a widely recognized image of the academy brand. It is critical that the academy maintains a consistent use of the official wordmark, colors and typography to enhance global visibility and reputation, and that Educational Partners enforce the branding in their region. Further, the certification services provided by CMRA and the Educational Partner must not be confused with other educational services provided by CMU and its affiliates. Educational Partners have access to a privileged set of approved informational materials to promote the CMRA certification programs in their region. These materials are created by CMRA and approved by CMU and may not be altered; the materials may be bundled in with an Educational Partner's own materials, upon approval by CMRA and CMU. Likewise, certifications provided by CMRA must be unaltered by the Educational Partner, but a cover letter specific to the Educational Partner, including their logo, may be disseminated. The goal of these guidelines is to uphold the branding of CMU and CMRA, make clear the services provided by CMRA, establish the Educational Partner as an official partner within the region, and provide them with the informational materials needed to grow the program.