

CMRA Educational Partner Agreement

THIS AGREEMENT, is made as of this ____ day of _____, 20____, (“**Effective Date**”) by and between the Carnegie Mellon Robotics Academy (“**CMRA**”), a division of the National Robotics Engineering Center (“**NREC**”) of Carnegie Mellon University, a Pennsylvania non-profit corporation with a location at 10 40th Street, Pittsburgh, Pennsylvania 15201 (“**CMU**”), and [company name], a [jurisdiction of incorporation/organization and type of entity] with a principal place of business located at [address of company] (“**Educational Partner**”).

The parties intend that CMRA provide certain educational courses and other services to Educational Partner in accordance with this Agreement and the attached Description of Educational Services.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

1. **CMRA Courses and Other Services.** A description of the specific CMRA courses and other services to be provided by CMRA (“**Educational Services**”) is specified in the Description of Educational Services, attached as Exhibit A and made a part of this Agreement.

2. **Term.** Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue for a period of one year. It may be extended beyond such date by written amendment executed by authorized representatives of the parties if CMRA and the Educational Partner agree to the extension.

3. **Payment.** Educational Partner shall timely pay CMRA in US dollars the fees, costs and other amounts required by this Agreement, including those set forth in the Description of Educational Services within the time frames specified therein. CMRA, in its sole discretion, may charge interest on any delinquent amounts at the lower of the rate of 1.5% per month or the maximum rate of interest allowable under applicable law. Any and all amounts due to CMRA under this Agreement shall be paid to CMU by wire transfer or by check made payable to “Carnegie Mellon University”, and sent in accordance with the following instructions (as the same may be changed by CMRA from time to time by written notice to Educational Partner):

Wire transfers:

Bank Name:	BNY Mellon
Bank Address:	500 Ross Street, Pittsburgh PA 15262 USA
Beneficiary:	Carnegie Mellon University
Account Name:	Cash Management Account
Account No.:	1979003
ABA Number:	043000261
SWIFT Code:	IRVTUS3N
ATTN:	Carnegie Mellon Robotics Academy
Bank Contact:	Global Cash Management Customer Service +1 (412) 234-3359

Checks:

Payee:	Carnegie Mellon University
	Mailing Address: Carnegie Mellon University
	National Robotics Engineering Center
	10 40 th Street,
	Pittsburgh, PA 15201 USA
	ATTN: Carnegie Mellon Robotics Academy

All amount(s) quoted in this Agreement do not include charges for applicable Taxes (hereinafter defined). There shall be added to the amounts set forth and quoted in this Agreement any and all such Taxes relating the amounts payable by Educational Partner to CMRA hereunder (other than U.S. Federal, state or local income taxes which may be assessed on the income of CMRA in the U.S. or franchise taxes in the U.S.), and all such Taxes shall also be payable by Educational Partner. Without limiting the generality of the foregoing, Educational Partner shall make all payments due to CMRA under this Agreement without deduction for Taxes, unless such deduction is required by law. If Educational Partner is required under applicable law to withhold Taxes from any payment due to CMRA under this Agreement, Educational Partner shall (i) pay to CMU such additional amounts as are necessary so that CMU receives the full amount that it would have received absent such withholding, and (ii) furnish and CMU shall complete all necessary documentation, if any, to permit the parties to claim application of applicable tax treaty benefits. “Taxes” mean any taxes, governmental charges, duties, or similar

additions or deductions of any kind, including, without limitation, all federal, state, local, or governmental use, income, goods and services, excise, and withholding taxes, plus applicable interest, penalties and/or additions.

4. Use of Course Materials. Any and all course materials and information disclosed and/or provided to Educational Partner and/or its employees, whether directly from CMRA or via the CS-STEM Network website, currently located at cs2n.org (“**CS-STEM**”), pursuant to this Agreement and specified in the Description of Educational Services (the “**Materials**”) remain the property of CMU and neither Educational Partner nor its employees shall have any right to use such Materials except as specifically provided in this Agreement.

“**Individual Course Participant**” means a person who participates in a specified CMRA course and is sponsored by Educational Partner. An Individual Course Participant may use the Materials in conjunction with the course and for their own personal reference.

“**CMRA Certified**” teacher means a person sponsored by an Educational Partner who has successfully completed and continues to meet all ongoing requirements, including but not limited to those requirements specified in the CMRA Certification Agreement, for any one of the Certifications (as that term is defined in the CMRA Certification Agreement) as verified by CMRA and/or a CMRA Master Trainer. A CMRA Certified teacher may use the Materials to teach CMRA courses for which they have obtained and maintain current Certification(s) to that number of Individual Course Participants sponsored by an Educational Partner, as specified in the Description of Educational Services. A CMRA Certified teacher must deliver the Materials solely through the CS-STEM.

“**CMRA Master Trainer**” means a person sponsored and employed by an Educational Partner who has successfully completed and continues to meet all ongoing requirements, including but not limited to those requirements specified in the CMRA Certification Agreement, of any one of the CMRA master trainer certifications as verified by CMRA. A CMRA Master Trainer may use the Materials to teach CMRA courses for which they have obtained and maintain a current CMRA Master Trainer certification in order to train and certify that number of CMRA Certified teachers as specified in the Description of Educational Services. A CMRA Master Trainer must deliver the Materials solely through the CS-STEM.

Educational Partner is hereby granted by CMU and hereby accepts a nontransferable and non-assignable right and license to use the Materials for the delivery of the CMRA courses and other related services as specified in the Description of Educational Services [to third parties] [to its employees and/or students] on [a non-exclusive basis] [on an exclusive basis in the geographic region of _____ (“**Region**”)]. Educational Partner may not make any modifications to or derivatives of the Materials. Any and all copyright notices affixed to the Materials must be maintained. Educational Partner may only use the Materials for the delivery of the CMRA courses and related services [in the Region].

Educational Partner agrees that it will not and will not permit others to copy, modify, redistribute, repackage, encumber, sell, rent, lease, sublicense, assign, time-share, publish, broadcast, circulate, market, donate, disseminate, retransmit, commercially-exploit, and otherwise use the Materials and/or any copies or parts thereof in a manner that is inconsistent with the rights granted by this Agreement. To the extent Educational Partner wishes to make other use of the Materials, it must first contact CMRA to request permission.

Educational Partner agrees that it will take all necessary action to cause each [CMRA Master Trainer and Certified CMRA teacher] [Individual Course Participant] who is sponsored by Educational Partner to comply with all the obligations and requirements of the CMRA Certification Agreement (a current copy of which is attached for reference hereto as Exhibit B). Educational Partner agrees that any noncompliance by Educational Partner [or a Master Trainer or a Certified Teacher] [or an Individual Course Participant] will be treated as a material breach of this Agreement.

5. Use of Name, Marks. Educational Partner acknowledges that it does not have any rights or any title whatsoever in or to CMU’s technology, trade name or in or to any of CMU’s trademarks, except as provided under this Agreement. Educational Partner shall not register any CMU trademarks or trade names.

During the term of the Agreement, Educational Partner may identify itself as an Educational Partner of the Carnegie Mellon Robotics AcademyTM [and a{n} {exclusive} provider of Carnegie Mellon Robotics AcademySM courses for the Region].

Any reference by Educational Partner to CMU beyond what is contained in the Materials or as provided under this Agreement may only be done with express written permission of an authorized representative of CMU.

6. Use of Informational Items. CMRA may make available to Educational Partner, from time to time, certain informational items (e.g. brochures, information sheets, videos, etc.) describing CMRA Courses and/or the Materials (“**Informational Items**”). Educational Partner may copy and provide these Informational Items for the purpose of providing such Informational Items to [prospective customers] [its employees and students] and for no other purpose. The Informational Items may not be altered, nor may Educational Partner create any derivatives of the Informational Items without the express written permission of an authorized representative of CMRA.

7. **No Warranty.** ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CMU (INCLUDING CMRA AND NREC) PURSUANT TO THIS AGREEMENT (INCLUDING THE CMRA COURSES, MATERIALS AND/OR INFORMATIONAL ITEMS), ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. CMU MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CMU DOES NOT 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. EDUCATIONAL PARTNER IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CMU (INCLUDING NREC AND CMRA) 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 (INCLUDING THE CMRA COURSES, MATERIALS, INFORMATIONAL ITEMS AND/OR EDUCATIONAL SERVICES) GRANTED AND/OR PROVIDED BY CMU PURSUANT TO THIS AGREEMENT.

8. **Limitation of Liability; Maximum Liability.** CMU (INCLUDING CMRA AND NREC), SHALL NOT BE LIABLE TO EDUCATIONAL PARTNER OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CMU (INCLUDING NREC AND CMRA) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES. CMU'S (INCLUDING NREC AND CMRA) MAXIMUM LIABILITY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT IN THE AGGREGATE IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY EDUCATIONAL PARTNER TO CMU PURSUANT TO THIS AGREEMENT DURING THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE RELATED CLAIM.

9. **Indemnification and Insurance.** Educational Partner shall defend, indemnify and hold harmless CMU (including NREC and CMRA) and its trustees, officers, employees, 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 relating to any exercise of any right or license granted or provided to Educational Partner under this Agreement, including any use of the services, CMRA courses. Materials and/or Informational Items, under any theory of liability (including without limitation, 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).

Educational Partner shall obtain and maintain at its own expense, commercial general liability insurance with a limit of not less than one million US Dollars (\$US 1,000,000) per occurrence and two million US Dollars (\$US 2,000,000) aggregate for products liability and completed operations from an insurance company(ies) having a financial rating from AM Best or similar rating service of at least an "A-". CMU shall be identified and named as an additional insured on such insurance policy(ies). Educational Partner agrees to provide CMRA with evidence of such insurance upon the execution of this Agreement (and thereafter from time to time as CMRA may request).

10. **Termination.** In the event that Educational Partner (i) defaults in the payment in full of any amount required to be paid under this Agreement on the date such payment is due, or (ii) Educational Partner files a voluntary petition or commits any acts of in bankruptcy or insolvency or ceases or threatens to cease to carry on its business in addition to utilizing any other legal and/or equitable remedies, CMRA shall have the right by written notice to Educational Partner to terminate this Agreement and immediately discontinue all Educational Services. In the event that either Party to this Agreement defaults in performance of any of its obligations (other than the defaults or events above), including any non-compliance by Educational Partner with the required Milestones described in Exhibit A, a party may give to the breaching party a written notice requiring the defaulting party to cure such breach within thirty (30) days. If such breach is not cured or made good within thirty (30) days after receipt of such notice, the non-breaching party shall be entitled and empowered to terminate (a) in the case of Carnegie Mellon, the exclusivity, if any of any license hereunder (by amending the word "exclusive" in the related license grant to read "non-exclusive") without any reduction in any of the payments due from Educational Partner or (b) terminate this Agreement by immediately upon giving to the defaulting party notice of such termination.

In the event that any of (a) Educational Partner, or (b) an affiliate of Educational Partner, or (c) a third party acting on behalf of educational Partner or one of its affiliates, challenges or disputes the validity or enforceability of any intellectual property rights licensed hereunder in any judicial or administrative proceeding, Carnegie Mellon may, at its option and sole discretion, terminate the license as to such challenged intellectual property by notice in writing to Educational Partner.

Upon the termination of this Agreement, (i) CMRA shall be entitled to payment of all fees, costs and other amounts due and/or accrued under this Agreement on or before the effective date of such termination, and (ii) Educational Partner shall cease use of the Materials for the delivery of the CMRA courses and other related services as specified in the Description of Educational Services, return the same to Carnegie Mellon or dispose of any remaining Materials in compliance with applicable laws, rules and regulations, and destroy any notes or other documents referencing or containing the Materials. In the event of termination by Educational Partner, Educational Partner shall also pay the cost of any nonrefundable travel arrangements made by CMRA for the applicable Educational Services.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, all warranty disclaimers, indemnity obligations and limitations of liability hereunder, and CMU’s ownership of the Materials.

11. **Miscellaneous.**

a. All notices, requests, consents, approvals and other communications under this Agreement shall be effective only if given or made in writing by hand delivery in person, by email or by internationally recognized commercial overseas express mail courier (e.g., FedEx or UPS) with all delivery charges prepaid addressed to a party at the address (or email address) specified for that party in this Section 11, or to such addressees as a party may designate by notice to the other party in accordance with this section, and shall be effective at the times, and only if given by the means, specified below:

- By internationally recognized commercial overseas express mail courier, effective upon delivery, or refusal of delivery by or on behalf of the intended recipient, as evidenced by the delivery receipt;
- By hand delivery using a commercial courier service, effective upon delivery or refusal of delivery by or on behalf of the intended recipient, as evidenced by the delivery receipt, or by other hand delivery effective upon delivery, or refusal of delivery by or on behalf of the intended recipient according to all relevant evidence; or
- By email, effective as of the next business day of the intended recipient, as evidenced by the sender’s email account records.

If to the Carnegie Mellon Robotics Academy:

National Robotics Engineering Center
 Carnegie Mellon University
 10 40th Street
 Pittsburgh, PA 15201 USA
 Attn: Carnegie Mellon Robotics Academy
 Email: _____
 Telephone: _____

With a required copy to:

Office of Sponsored Programs
 Carnegie Mellon University
 5000 Forbes Avenue
 Pittsburgh, PA 15213 USA
 Attn: Kelly Downing
 Email: kdowning@nrec.ri.cmu.edu with a coy to: osp@andrew.cmu.edu
 Telephone: 412-268-3603

If to the Educational Partner:

 Email: _____
 Telephone: _____

b. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflict of law provisions in that or any other jurisdiction. Any disputes between the parties in connection with or arising out of this Agreement shall first be resolved by the parties involved in the dispute by the Provost of CMU or his/her designee and the President of Educational Partner or his/her designee. If such discussions fail to resolve the matter within ninety (90) days of a party requesting of the other party that they initiate discussions, the matter 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.

c. This Agreement and any and all rights and obligations hereunder shall not be assignable or transferrable by either party in whole or in part without the prior written consent of the other party; provided, however, CMRA may from time to time utilize consultants to perform some or all of the Educational Services to be provided under this Agreement. Any attempted assignment by Educational Partner in violation of this Section shall be null and void. Subject to the restrictions of this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.

d. This Agreement, including the attached Exhibits, represents the entire agreement of the parties concerning the subject matter addressed and supersedes any contemporaneous and previous negotiations, drafts and agreements between the parties, whether oral, in writing, electronic or in any other medium concerning the same. Any and all additional or conflicting terms in a purchase order or other document relating to the Educational Services are expressly rejected and shall have no effect. This Agreement may be amended, modified or varied only by a written agreement signed and delivered by authorized representatives of both of the parties.

e. It is understood that the Materials are subject to any applicable United States export laws and regulations (including, but not limited to, the Export Administration Act of 1979). Educational Partner agrees to comply with any and all applicable export control laws and/or regulations and to obtain any required licenses or approvals.

f. *Restricted Party Screening.* As of the Effective Date of the Agreement, Educational Partner represents that neither it, nor any agent, employee, officer or director thereof participating in this Agreement or the Educational Services offered under this Agreement is an individual, entity, or organization (i) listed in any list of designated or restricted persons or entities maintained by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, and/or any other applicable U.S. authority (collectively, "**Sanctions Authority**") or with whom a U.S. person or entity is otherwise restricted from doing business under any regulation, statute, executive order or other similar legal requirement imposed by any Sanctions Authority (collectively "**Sanctions**"); (ii) operating, organized or resident in a country, region or territory which is itself the subject or target of any countrywide Sanctions or any Sanctions applicable to the activities taking place under this Agreement (collectively, "**Sanctioned Country**"); or (iii) owned or controlled by any person described in the foregoing (i) or (ii) (any such person to be a "**Sanctioned Person**"). If Educational Partner, or any agent, employee, officer or director thereof, is or subsequently becomes a Sanctioned Person or violates any Sanctions with respect to any Educational Services provided by CMU pursuant to this Agreement, then Educational Partner will be deemed to be in material breach of this Agreement and, notwithstanding anything to the contrary herein, CMU will have the right to terminate this Agreement immediately upon written notice, without penalty or liability. This provision shall survive the expiration or termination of this Agreement.

g. Educational Partner understands and agrees that the United States government ("**Government**") may have certain rights in the Materials. This Agreement and any and all obligations of CMRA are subject to any rights of the Government arising under any applicable law or regulation.

h. Except for Educational Partner's payment obligations, neither party shall be liable under this Agreement for delay in performance 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.

i. Participation in the Educational Services does not confer any CMU course credit and/or any employment or student status at CMU. The relationship of the parties under this Agreement is that of independent contractors and they are not agents, employees, partners or joint venturers of one another. No party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party, and no party shall take any action that attempts or purports to bind the other party in contract or to incur any debts or obligations on behalf of the other party, without the affected party's prior written approval. Neither party has authority to bind the other party in contract.

j. There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Educational Partner:

By: _____
Name/Title: _____

Carnegie Mellon University:

By: _____
Name/Title: _____

SAMPLE

**EXHIBIT A
DESCRIPTION OF EDUCATIONAL SERVICES**

**EXHIBIT B
FORM OF CMRA CERTIFICATION AGREEMENT**

SAMPLE