**Student Agreement**

This Agreement by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Project), owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Student”).

1. **Term.** This Agreement shall become effective on the date set forth above, and shall remain in effect until\_\_\_\_\_\_\_\_\_\_\_, unless terminated prior to this date in accordance with Section 11 of this agreement.
2. **Services.** The Student will provide services as a Student to the Project as described on Exhibit A
3. **Compensation and Terms of Performance.** The Project will compensate the Student in accordance with the terms set forth on Exhibit A for the services performed during the Term.
4. **Expense Reimbursement.** The Project will reimburse student for all pre-approved out of pocket expenses associated with performing duties under this Agreement in accordance with the Project’s standard policies. Expenses not pre-approved by an authorized representative of the Project may not be reimbursed.
5. **Independent Contractor Relationship.** The Student is an independent contractor. Unless otherwise agreed to in writing by the parties, the Student will not be entitled to any of the benefits which the Project may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits.
6. **Non-Solicitation.** Student agrees during the term of this agreement, and for a period of twenty-four (24) months after the termination of this agreement, that the Student will not directly or indirectly solicit any current, former, or prospective customer or client of the Project’s for any product and/or service substantially similar to any product and/or service provided by the Project. Student further agrees that he/she will not allow or assist any third party in soliciting any current, former, or prospective customer or client for any product and/or service substantially similar to a product and/or service provided by the Project.
7. **Intellectual Property Rights.** The Student acknowledges that he/she has no interest in any intellectual property rights contained in any work he/she produces, including but not limited to copyrights, database, data file, computer program (including source and object code) and related documentation or other works of authorship, and that all such rights are the sole property of the Project. Upon termination of this Agreement, the Student will return any and all Projectowned materials to the Project in a timely manner.

1. **Confidentiality and Nondisclosure.** The Student will hold in strict confidence and will not, either during the term of this Agreement or after the termination of this Agreement, disclose, directly or indirectly, to any third party, person, firm, corporation or other entity, irrespective of whether such person or entity is a competitor of the Project or is engaged in a business similar to that of the Project or any subsidiary or affiliate obtained by the Student from or through the services to be rendered under this Agreement. The Student hereby acknowledges and agrees that all proprietary information referred to in Section 7 of this Agreement will be deemed trade secrets of the Project and of its subsidiaries and affiliates and that the Student will take such steps, undertake such actions, and refrain from taking such actions, as mandated by the provisions of this Agreement.
2. **Successors and Assigns.** Student may not subcontract or otherwise delegate its obligations under this Agreement without Project’s prior written consent. Project may assign this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Project’s successors and assigns, and will be binding on Student’s subcontractors or delegates.
3. **Indemnification.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expense (including reasonable attorneys’ fees incurred by the indemnified party), or damages, including punitive and extra-contractual damages resulting from any act or omission by the indemnifying party or any of its employees in the performance of its services under this Agreement. The indemnified party may, in its sole discretion, require the indemnifying party to assume responsibility for and control over the defense of any claim, action, or proceeding to which this indemnification provision is applicable by delivering to indemnifying party a written notice so requesting within (10) days after notice of commencement or assertion of any such claim, action or proceeding is received by Project. The indemnifying party shall select counsel of its own choosing, but subject to the approval of the indemnified party, which approval shall not be unreasonably withheld.
4. **Termination**. Either party shall have the right to terminate this agreement at any time with thirty (30) days written notice to the other party. This Agreement may be terminated immediately, at the sole discretion of the Project, upon the breach of any terms of this Agreement by the Student. The prohibitions contained in Section 6 shall remain in effect for a period of two (2) years after the date of termination. The prohibitions contained Section 6 of this agreement shall remain in effect in perpetuity.

**In Witness Whereof,** The parties have executed this Consulting Agreement as of the date first written above.

**By:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Student Signature | Printed Name | Date |

**By:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Project Rep. Signature | Printed Name & Title | Date |

Exhibit A

Below are possible items to include on this page

List of Deliverables e.g. what the student is to perform or produce (Job description)

Timeframes/deadlines

Compensation if any

Reporting and/or meeting requirements

Expected working hours per week