

CORNELL STANDARD PROJECT (CSP) AGREEMENT

Version 0.2, October 30, 2019

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

It 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.

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(s)**") and _____ ("**The Organization**") on this date _____ ("**The Effective Date**").

1.2 Wherein, The Student is a student of Cornell University.

TIP Notice that certain terms in this section are emphasized (e.g., "**The Student**"). This is a common legal mechanism that indicates that 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 The 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 the 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 will be advised by a member of The School’s faculty (“**The Advisor**”).
- 2.5 “**The Duration**” of The Project means the period from **January 21, 2020** (“**The Start Date**”) to **May 16, 2020** (“**The End Date**”), unless The Agreement is terminated under Section 7.

3 INTELLECTUAL PROPERTY

- 3.1 “**Intellectual Property**” means all intellectual property that may be 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 prior agreement to which The Student is a party.

TIP Students that have signed an employment agreement or received a school appointment (including most PhD and some Masters students) may have assigned IP rights to another party. This agreement is only appropriate for students that have 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 to one of the following options:

3.5.a OPTION A: All Intellectual Property is made freely available to the public.

3.5.a.1 The Student and The Organization agree that all Intellectual Property is be dedicated to and made freely available to the public.

3.5.a.2 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 either the MIT or FreeBSD open source license.

3.5.a.3 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 and will use only the MIT or FreeBSD open source license.

3.5.b OPTION B: The Student retains ownership of all Intellectual Property.

3.5.b.1 The Student owns all Intellectual Property and is free to pursue applications to obtain the rights to the Intellectual Property.

3.5.b.2 The Student shall not be constrained by The Organization in applications to obtain the rights to the Intellectual Property.

TIP If this option is selected and the student is working on the project with other students, there should be a separate agreement defining how IP ownership is divided between them (for example, all students owning an equal and undivided share).

3.5.c OPTION C: The Organization is the owner of all Intellectual Property.

3.5.c.1 The Student hereby assigns as of The Effective Date all Intellectual Property to The Organization.

3.5.c.2 The Organization owns all Intellectual Property and is free to pursue applications to obtain the rights to the Intellectual Property.

3.5.c.3 The Student agrees to reasonably cooperate in The Organization's pursuit of applications to obtain the rights to the Intellectual Property.

TIP Given the many types of organizations and projects, the CSP affords three standard options for IP ownership. Students and organizations should agree on the option that is appropriate for a given project.

- 3.6 The Student makes no promises that The Project does not infringe 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. Confidential Information does not include information that is trivial, obvious, publicly available or known to The Student at the time of disclosure.
- 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 will 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, neither party shall be liable to the other for monetary damages arising out of the actions under The 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 The Agreement.

TIP Except for cases of intentional misconduct, 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 The Agreement at any time, with or without cause, effective immediately upon written notice to the other party. Otherwise, The Agreement will automatically terminate immediately on The End Date.
- 7.2** If The 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, 7.3 and 8 shall survive termination of The 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 The 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 The 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 both parties.

8.2 The Agreement shall be construed under the laws of the state and country in which the campus of The School that The Student attends is located, without regard to conflict of laws principles. Any legal action arising out of or relating to The Agreement shall be instituted in a federal or state court in the state in which the campus of The School that The Student attends 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 school's campus.

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

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

The Student(s)

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

The Organization

Name: _____

Signature: _____

Cornell Student Advisor

Name: _____

Signature: _____

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.