

CORNELL STANDARD PROJECT AGREEMENT FOR STUDENT COLLABORATIONS (CSP-SC)

Version 1.0, March 30, 2015

The goal of this agreement is to make it easy for students to collaborate on student projects for academic credit in a manner that will enable the intellectual property created in that collaboration to be used by the students outside the collaboration, for example, in a commercial context after they graduate from school.

This agreement recognizes that student collaborations are formed in an academic environment to enhance the educational experience of the students, and may or may not extend beyond the academic purposes for which they were formed. In some cases, the individual collaborators may choose to build upon the learning they gained and the intellectual property they created through these collaborations, and this agreement is intended to ensure that any individual collaborating student or group of collaborating students may use the results of the collaboration.

Without this agreement, intellectual property developed by one student as part of the collaboration might be solely owned by him or her to the exclusion of the other students, and co-invented or co-authored intellectual property might be jointly owned by two or more of the students subject to rules of use that the students don't intend, in each case creating potential conflicts in the rights of the students to use the intellectual property outside the collaboration.

This agreement is designed to be a nimble, versatile, and fair agreement that can serve as a standard model of student collaboration at many different schools.

Everyone is encouraged to use this agreement as written. If, for any reason, it is necessary to modify these terms, please contribute the new terms with comments to gregpass@cornell.edu.

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 following students ("**The Students**", where each student is a "**Student**") _____

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

1.2 Wherein, The Students are students of _____ ("**The School**").

TIP Notice that certain terms in this section are emphasized (e.g., “The Student”). This is a common legal mechanism that indicates 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 collaborative student project titled _____ to be carried out by The Students for academic credit from The School.

3 INTELLECTUAL PROPERTY

3.1 “**Intellectual Property**” means all intellectual property created by one or more of the Students in the course of and in connection with The Project.

TIP Often the phrase “intellectual property” (IP) is used when referring to work that is proprietary, patentable, or will otherwise be protected in some fashion. However, IP also includes work that is intended to be made freely available to the public, for example, as open source software. It is important to distinguish between the definition of IP and the way it is managed or protected.

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.

TIP Academic culture thrives on openness and peer review, where students are expected to share and discuss their academic work with faculty and other students; and academic integrity credits the students who created a work as the owners of that work, even when it is discussed with faculty or other students. Students should keep in mind, however, that public disclosure of intellectual property can affect its patentability and other proprietary rights. Although sharing work with peers at school is generally not considered public disclosure, presenting to audiences that include members of the public or making work broadly available (e.g., on the internet) generally is. Students that do not intend to make their IP freely available to the public should be mindful of these different scenarios.

3.3 Intellectual Property shall be jointly owned in equal shares by The Students, except to the extent that any of the Intellectual Property has been made freely available to the public.

TIP In some cases, the signatories (the students who have signed this agreement) may make some or all of the IP they create freely available to the public, either because this is the signatories' desired outcome of the project, or because one or more of the signatories have agreed with another party to make any IP they create freely available to the public (e.g., if the signatory's participation in the school is sponsored by an employer that requires this). In such cases, this agreement can be superseded by a new written agreement between the signatories in which they all agree to do so, such as the agreement in Annex A, below. The signatories should seek business and legal advice in this event, as each case is unique.

3.4 Each of The Students will have the right to use the Intellectual Property in whole or in part, without any duty to account or pay royalties, except as otherwise described in this agreement. This right of use will include the right to exploit the Intellectual Property, the right to grant non-exclusive licenses and non-exclusive sublicenses to the Intellectual Property, and the right to transfer non-exclusive interests in the Intellectual Property in whole or in part.

TIP Any individual signatory can use and make a profit from their use of the IP on their own and without sharing those profits with any other signatory. However, as described in the next section, a signatory's use of the IP cannot restrict other signatories from using the IP also.

3.5 No Student will take any action that will undermine the rights of any other Student to use the Intellectual Property, including making any patent, trademark, copyright or other filing that covers the Intellectual Property, granting exclusive licenses or sublicenses, or transferring exclusive interests.

TIP Students who decide to commercialize their IP, for example, as part of a startup company, would normally assign their individual IP rights to that company, so that the company can competitively pursue a patent or otherwise protect and manage the IP. If some of the signatories are participating in such a company and some are not, the signatories who are not participating would normally receive some form of compensation (e.g., stock options) in consideration of assigning their rights to the company. Assigning all rights to the company will put the company in the best position to raise capital and make use of the IP, which is advantageous for both participating and non-participating signatories. The signatories should seek business and legal advice in this event, as each case is unique.

3.6 Each Student is responsible for his or her own use of the Intellectual Property. He or she understands that use of the Intellectual Property is "as is", without warranty of

any kind, including any warranty of non-infringement or warranties of merchantability or of fitness for a particular purpose.

- 3.7 A Student's use of the Intellectual Property could result in claims that the use infringes another person's intellectual property rights or that the use otherwise caused injury or damage to another person. Each Student is solely responsible for all his or her uses of the Intellectual Property.
- 3.8 Each Student affirms that his or her right to enter into this agreement is not encumbered by any prior agreements to which The Student is a party.

TIP Students that have signed employment agreements, received school appointments, or are working on sponsored research projects (including most PhD and some Masters students) may have assigned IP rights to another party. This agreement is only appropriate for students that have not granted to any other party the rights to any IP they create in connection with this project. Students should check to make sure.

- 3.9 Pursuant to the terms of The School's policy, and in acknowledgment of each Student's affirmation in the prior section, The School shall not own the Intellectual Property.

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.

4 CONFIDENTIALITY

- 4.1 While there is an expectation that The Students will act reasonably in any publication of the Intellectual Property, publication of the Intellectual Property will not be restricted for any of The Students other than as described in Section 4.2 below.

TIP This agreement gives each of the signatories permission to publish the IP (other than software, as described in the next section), however, note that such disclosure of the IP may affect the ability to patent that IP or protect it as a trade secret. If the signatories wish to establish restrictions on this permission, this agreement can be superseded by a new written agreement between the signatories in which they all agree to do so. The signatories should seek business and legal advice in this event, as each case is unique.

- 4.2 No Student will intentionally publish or cause the publication of any Intellectual Property that is software. Furthermore, each Student will take reasonable measures to protect the confidentiality of Intellectual Property that is software, such as using password-protecting devices that contain access to such Intellectual Property and requiring persons with access to the software to contractually agree to the restrictions in this section.

TIP A signatory is not permitted to open source the project's code under this agreement, since doing so would restrict the rights of the other signatories to make use of the IP. However, if all signatories want to open source the code, this agreement can be superseded by a new written agreement between the signatories in which they all agree to do so, such as the agreement in Annex A, below. The signatories should seek business and legal advice in this event, as each case is unique.

5 LEGAL AUTHORITY

5.1 This 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 this agreement shall be binding unless in writing and signed by each of The Students.

TIP This agreement supersedes other terms that may have been previously agreed on, verbally or in writing, with respect to IP, confidentiality, etc. If terms need to be revised later, the revisions must be written down and signed by all parties.

5.2 This agreement shall be construed under the laws of the state and country in which principal administrative offices of The School are located, without regard to conflict of laws principles. Any legal action arising out of or relating to this agreement shall be instituted in a federal or state court in the state in which the principal administrative offices of The School are 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 principal administrative offices of the school.

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

5.4 The Students are required to deliver a fully signed copy of this agreement to a designated staff or faculty member in connection with The Project.

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

Student By: _____ Name: _____

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.

Annex A

**AGREEMENT TO MAKE INTELLECTUAL PROPERTY
FREELY AVAILABLE TO THE PUBLIC**

In some cases, students who collaborate on student projects for academic credit may choose to make some or all of the intellectual property they create freely available to the public. In such cases, this annexed agreement can be used in addition to the CSP-SC agreement above.

1 THE AGREEMENT

- 1.1 This is an agreement between the undersigned parties (“**The Students**”) on this date _____ (“**The Effective Date**”).
- 1.2 The Students are also parties to an agreement entitled “Cornell Standard Project Agreement for Student Collaborations (CSP-SC)” (“**The CSP-SC Agreement**”), dated _____.

2 INTELLECTUAL PROPERTY

- 2.1 The Students hereby agree that the intellectual property covered by The CSP-SC Agreement is dedicated to and made freely available to the public, except as otherwise described below.
- 2.2 The Students hereby agree that the following intellectual property, if any, covered by The CSP-SC Agreement shall NOT be covered by this agreement:

_____.
- 2.3 The Students hereby agree that any intellectual property that is software may be distributed under the following open source license: _____.

3 LEGAL AUTHORITY

- 3.1 The provisions of Section 5 of The CSP-SC Agreement shall apply to this agreement.

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

Student By: _____ Name: _____

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.