**Note: This form agreement is an example only. It contains terms and conditions to protect BU and its students. It assumes that the corporate participant in the student educational project seeks rights to intellectual property that may be created in the course of the project and that the project requires the corporate participant to share information it considers confidential. . Not all corporate-sponsored student educational projects require the sponsor to provide confidential information and not all corporate sponsors will seek intellectual property rights. The form may need to be changed to reflect that. This form also assumes that the student’s participation is optional, which is reflected in the Student Agreement and Acknowledgment.**

Student Educational Project Agreement

This Student Educational Program Agreement (including all attachments, exhibits, and amendments, the “Agreement”), dated \_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”), is made by and between Trustees of Boston University (“BU”) and [*Sponsor Name*], a [*Sponsor state of organization and type, e.g. corporation, LLC, LP*] with its principal office at [*Sponsor address*] ( the “Sponsor”) (BU and Sponsor, collectively, the “Parties,” each a “Party”).

1. **Purpose**
2. This Agreement outlines the terms and conditions that will govern the Student Educational Project described in the Project Description attached hereto as Exhibit A (the “Project”). The Project Description describes the roles and expectations of the Parties for the Project The overall purpose of this Project is to provide students with an educational experience requiring application of statistics, machine learning, predictive analytics, and other aspects related to data science practices to a real-world problem.
3. The parties will also enter into a Mutual Confidential Disclosure Agreement, in the form attached hereto as Exhibit B (the “MCDA”), to establish the basis upon which the parties have agreed to disclose and exchange relevant confidential information for the Project. Prior to disclosure of any confidential information to students, Sponsor agrees to preview such disclosures with the BU instructor and to allow the instructor to decline receipt of such confidential information.
4. **Term and Termination**
5. The term of this Agreement shall begin on the Effective Date and end on the earlier to occur of the following: (i) \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and (ii) termination pursuant to this Term section.
6. The Parties may terminate this Agreement at any time upon written approval of both Parties.
7. BU may terminate this Agreement at any time if Sponsor fails to comply with any material provision of this Agreement and fails to cure such non-compliance within 10 days after receipt of notice.
8. **Other Terms**
9. All BU personnel and students who visit Sponsor site must abide by Sponsor’s rules and regulations. All Sponsor personnel who visit BU must abide by BU’s policies.
10. Sponsor agrees that it will not disclose to BU or BU students any export-controlled technology or technical data.
11. Title to patentable inventions and copyrightable works developed or conceived in the course of performing a Project (“Project IP”) shall vest in the inventor or author, subject to applicable BU policy. Each Student working on the Project shall grant Sponsor a perpetual, transferable, nonexclusive, royalty-free license to Project IP owned by the Student, pursuant to a Student Agreement and Acknowledgment (the form of which is attached as Exhibit B). To the extent BU owns any Project IP, BU hereby grants to Sponsor a perpetual, transferable, nonexclusive, royalty-free license to Project IP owned by BU. Students will execute the Student Agreement and Acknowledgment prior to obtaining any Confidential Information (as defined in the MCDA) from Sponsor.
12. Sponsor agrees that Projects can be published, posted and shared and (subject to limitations imposed by the MCDA described above and Sponsor rights of prior review for disclosure of confidential information set forth in the Student Agreement and Acknowledgment) are not subject to restriction by Sponsor. Without limiting the foregoing, Sponsor acknowledges that (i) during the Project, Student will share information about the Project with BU faculty and staff and Project mentors and (ii) at the conclusion of the Project, Student will be expected to present an overview of the Project to BU faculty, staff, mentors and other students. Such a presentation may include, without limitation, a description of the approach the Student took to the Project task and an overview of the Project’s problem-to-be-solved.
13. Neither Party shall use or register the name of the other Party (“Owner”) or any logos, seals, insignia or other words, names, symbols or devices that identify the Owner (the “Marks”) for any purpose except with the prior written approval of, and in accordance with restrictions required by, the Owner.
14. Nothing herein shall be read or construed to make the parties a partnership, nor shall anything herein be read or construed in any way to restrict the freedom of either party to conduct any other business or activity. Neither party, nor any BU student, shall be considered to be an agent or representative or employee of the other party or have any authority or power to act for or undertake any obligation on behalf of the other party except as expressly authorized by the other party in writing.
15. All intellectual property, work product and all results of the Project that may be provided to Sponsor hereunder by a Student, BU or any BU employee shall be provided “AS-IS”, with absolutely no warranty or guarantee of any kind. Any and all such warranties, including the warranties of merchantability or fitness for particular purpose or any other such warranty, are expressly disclaimed. Sponsor expressly and irrevocably releases BU and any and all BU employees and students participating in this Project from any and all claims, liability and damages of any kind arising from Sponsor’s use of any work product or intellectual property or other use of the results of the Project (“use of results”), and Sponsor agrees to indemnify and defend BU and its employees and students from any and all claims, liability and damages relating to use of results. IN NO EVENT, SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER OR ANY OTHER PERSON, AND IN NO EVENT SHALL ANY BU EMPLOYEE OR STUDENT BE LIABLE TO SPONSOR OR ANY OTHER PERSON, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH ABOVE SHALL NOT APPLY TO EITHER PARTY, OR ANY BU STUDENT IN THE EVENT THE LIABILITY AT ISSUE ARISES FROM FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON PART OF THE PARTY OR STUDENT.
16. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts without giving effect to its principles of conflicts of law. The sole and exclusive jurisdiction and venue for resolution of any disputes between the parties shall be in the state and federal courts located in Boston, Massachusetts, and each of the parties hereby submits to the jurisdiction of such courts.
17. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Agreement may be modified, amended, supplemented or waived only by an instrument executed by authorized representatives of the parties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement under seal as of the Effective Date.

|  |  |
| --- | --- |
| **Trustees of Boston University** | **Sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **Student Educational Project**  **Exhibit A: Project Description** | | |
| **uNIVERSITY iNFORMATION** | **Sponsor Information** | |
| University Instructor:  Name: Prof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: Department of \_\_\_\_\_\_\_\_\_  Boston University  City: Boston  State: MA  Zip Code: 02215  Phone: 617-35x-xxxx  Fax: \_\_\_\_\_\_\_\_\_\_  Email: zzz@bu.edu  Course/Project Number:  Course/Project Title:  Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  College:  Semester(s):  Year: | Sponsor Point of Contact:  Name: \_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_  City: \_\_\_\_\_\_\_\_\_\_\_  State: \_\_  Zip Code: xxxxx  Phone: \_\_\_\_\_\_\_\_\_\_\_  Fax: \_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_ | |
| **Project Information** | | |
| **Project Title.**  **[XYZ Project]** | | |
| **Problem Description** (describe the practical technical issue or question posed by Sponsor as the basis of a Project for one or more teams).  **The goal of this project is to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**  **The stretch goal is to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**  **Deliverables:**  **In addition to the primary contact detailed above other key contacts include:**    **Sponsor Facility**   * **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** * **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Student Teams Assigned to Project.** *(add additional rows if necessary)*   |  |  | | --- | --- | | **Team** | **Student Team Members** | | A |  | | B |  | | C |  | | D |  | | E |  | | | |
| **Project Requirements** *(add additional rows if necessary)*   |  |  | | --- | --- | | **Description** | **Due Date** | |  |  | |  |  | |  |  | | Final Project Report |  | | | |
| **Project Term.**  Start Date: \_\_\_\_\_\_\_\_\_\_\_\_  End Date: \_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **Other Project Support** (describe any materials, equipment, supplies, or personnel time provided by Sponsor to BU for performance of the Project (if any)). | | |
| **Student educational project Approval** | | | |
| BU  **BU Instructor:**  Signature :  Name :  Title :  Date : | | **Sponsor**  **Sponsor Point of Contact:**  Signature :  Name :  Title :  Date : | |

**Exhibit B**

**Form of MCDA**

**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This Mutual Confidential Disclosure Agreement (“MCDA”) is effective \_\_\_\_\_\_\_\_\_\_, 20\_\_ (“Effective Date”) by and between Trustees of Boston University (the “University”) and[Sponsor name] (the “Sponsor”)**.**

WHEREAS, the University and the Sponsor (each a “Party” and, together, “Parties”) may wish to disclose certain information to each other, which the disclosing Party deems to be confidential or proprietary in nature, related to their joint participation in the project described in the Student Educational Project Agreement, dated \_\_\_\_\_\_\_\_\_, 20\_\_, by and between University and Sponsor (the “Project”); and

WHEREAS, each Party seeks to establish and set forth its obligations with respect to the other Party’s Confidential Information (hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties hereto agree as follows:

1. **DEFINITION AND MARKING OF CONFIDENTIAL INFORMATION**

(a) "Confidential Information" means any information disclosed to a receiving Party and indicated and marked by the disclosing Party to be "Confidential" in accordance with the procedures set forth below.

(b) All information which a disclosing Party considers confidential, proprietary, trade secret, or similar information shall be provided in writing (either as hard copy or in electronic format) or other permanent visual form (such as, a physical prototype, physical sample, photograph, videotape, or sound recording) and clearly marked as "Confidential" or “Proprietary” or with a similar designation at the time of delivery to the receiving party. Information disclosed orally or by visual observation shall be treated as confidential, provided that the disclosing Party indicates at the time of such disclosure the confidential nature thereof and furnishes a written summary of such disclosure, marked as set forth above, to the receiving Party within 15 business days thereafter.

(c) Notwithstanding the foregoing, the Parties further agree that the Confidential Information to be disclosed under this MCDA shall be limited to that described in Attachment 1.

1. **INFORMATION NOT CONSIDERED CONFIDENTIAL**

Confidential Information shall not include any information that:

1. is already known to the receiving Party at the time of disclosure as evidenced by written documents; or
2. is generally available to the public or becomes publicly known through no fault of the receiving Party; or
3. is received by the receiving Party from a third party who had a legal right to disclose such Confidential Information without restriction; or
4. is developed independently of and without reference to Confidential Information received by the receiving Party from the disclosing Party.

In addition, it shall not be a breach of this MCDA to disclose Confidential Information to the extent it is ordered disclosed by a court of competent jurisdiction or other quasi-judicial or regulatory body or by a government agency, provided that the receiving Party, unless prohibited by law from doing so, first promptly notifies the disclosing Party of such directive so that the disclosing Party may contest it.

1. **LIMITATIONS ON DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**
2. The receiving Party shall use reasonable efforts to maintain all Confidential Information and summaries, synopses or abstracts thereof in confidence for a period of two (2) years from the date of expiration of termination of this MCDA, shall not disclose such Confidential Information to any third party during said time period without the prior written consent of the disclosing Party, and shall not use the Confidential Information for its own benefit or for the benefit of any third party during said time period except for the Project.
3. Each Party shall limit the disclosure of any Confidential Information received from the other Party only to those of its employees, agents, representatives, subcontractors, and contract labor (collectively, “Representatives”) having a need to know about the same to achieve the purposes of this MCDA and who have agreed in writing to maintain the Confidential Information in confidence and to use it solely for the purposes described in the recital above under terms and conditions at least as restrictive as the terms and conditions of this MCDA.
4. The Parties agree that nothing herein shall obligate a Party to disclose information to the other Party.
5. The receiving Party agrees to exercise reasonable care and safeguards with respect to Confidential Information disclosed by the disclosing Party. Neither Party shall be liable in damages for any inadvertent disclosure of Confidential Information where at least a reasonable degree of care has been exercised, provided that, each Party shall immediately notify the other upon discovery of an unauthorized disclosure or use of Confidential Information, cooperate with the other Party to retrieve the Confidential Information, and take steps to prevent any further inadvertent disclosures.
6. **EXCLUSIVE CONTACTS**

Confidential Information shall be furnished only to Student Team Members who have agreed to the terms hereof and to the following authorized representatives of the Parties, or to any successor representatives that are designated in writing by a Party:

**For Boston University**: **For Sponsor**:

[Faculty name] [Sponsor contact name]

1. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Within thirty (30) days of a written request, the receiving Party shall return all Confidential Information supplied by the disclosing Party and return or destroy all copies, summaries, synopses or abstracts thereof; provided, however, that one copy of same may be retained for archival purposes only.

1. **EDUCATIONAL USES**

Notwithstanding anything to the contrary herein, Sponsor acknowledges that (i) during the Project, University students participating in the Project (the “Students”) will share information about the Project with University faculty and staff and Project mentors and (ii) at the conclusion of the Project, Students will be expected to present an overview of the Project to University faculty, staff, mentors and other students. Such a presentation may include, without limitation, a description of the approach the Student took to the Project task and an overview of the Project’s problem-to-be-solved. Subject to the review requirement in the Student Agreement and Acknowledgment executed by each Student and the Sponsor, disclosure of Confidential Information pursuant to this paragraph 6 shall not be a breach of this MCDA.

1. **RELATIONSHIP BETWEEN THE PARTIES**
2. Nothing contained herein shall be construed, either expressly or implicitly, to grant to the receiving Party any rights to technology or a license under any patent, copyright, trademark or other intellectual property right now or hereafter in existence except for the limited purposes set forth herein.
3. This MCDA shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind. Unless and until a final definitive agreement regarding a business relationship between the Parties hereto has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such business relationship by virtue of this MCDA except for the rights and obligations specifically agreed to herein.
4. In no event shall the disclosing Party be liable for any damages whatsoever, regardless of the form of action, whether in contract, in tort or otherwise, including, but not limited to, any direct, indirect, incidental, special, consequential or punitive damages, any lost profits or damages resulting from receiving Party's receipt or use of Information, even if the disclosing Party has been advised, knew or should have known of the possibility thereof. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE INFORMATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT.
5. This MCDA constitutes the complete understanding between the Parties of each Party's obligations to the other Party relating to the Confidential Information. This MCDA can be modified only with a written document executed by an authorized representative of each of the Parties. In the event the Parties make a later contract or agreement concerning anything covered by this MCDA, this MCDA shall continue to remain in full force and effect unless specifically stated to the contrary in such later contract.
6. **TERM OF AGREEMENT**

This MCDA shall expire one (1) year after the Effective Date except that it may be terminated earlier by thirty (30) days prior written notice by either Party to the other. The provisions of paragraphs 3, 5, 7, and 9 of this MCDA shall survive such expiration or termination.

1. **MISCELLANEOUS**
2. In the event that any of the provisions of this MCDA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions thereof shall remain in full force and effect. The Parties acknowledge that monetary damages may not be an adequate remedy for any breach of this MCDA by the receiving party or such party’s Representatives and that the disclosing party may, in addition to all other remedies available at law or in equity, seek immediate injunctive or other equitable relief to remedy or prevent any breach of threatened breach of this MCDA by the receiving party or any of its Representatives.
3. The Parties not to export, directly or indirectly, any technical data acquired from the other Party or any product utilizing any such data to any country for which the U.S. Government at the time of export requires an export license or other government approval without first obtaining such license or approval. Notwithstanding anything to the contrary herein, Sponsor agrees not to disclose to University any Confidential Information that is subject to export controls under applicable laws or regulations, including, but not limited to, Export Administration Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations of the Department of State, and the Office of Foreign Assets Control of the Department of Treasury.
4. This MCDA shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts without giving effect to its internal principles of choice of law. The sole and exclusive jurisdiction and venue for resolution of any disputes between the Parties shall be in the state and federal courts located in Boston, Massachusetts, and each of the Parties hereby submits to the jurisdiction and venue of such courts.
5. This MCDA may be executed in duplicate with each Party signing one original and providing a PDF copy of the signature page to the other Party.
6. The Parties shall comply with all applicable local, state, federal and foreign laws and regulations and nothing in this MCDA shall (a) require or be construed to require either Party to violate such provisions of law or (b) subject either Party to liability or render either Party in breach of this MCDA for adhering to such provisions of law.

IN WITNESS WHEREOF, each of the Parties has caused this MCDA to be executed by a duly authorized representative effective as of the Effective Date.

**Trustees of Boston University** **[Sponsor name]**

By: By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:

**Attachment 1 to MCDA**

Description of Confidential Information

**EXHIBIT C**

**STUDENT AGREEMENT AND ACKNOWLEDGMENT**:

The undersigned student and the Sponsor identified below understand and agree to the terms and conditions in that certain Student Educational Project Agreement, dated \_\_\_\_\_\_\_\_\_, 20\_\_, by and between Trustees of Boston University and Sponsor (the “Agreement”) as they may apply to Sponsor and to the student as a participant in the Project (named below).

In particular, and without limitation, student and Sponsor understand and agree that student will be bound by the terms of the Mutual Confidential Disclosure Agreement, dated \_\_\_\_\_\_\_\_, 20\_\_, by and between Trustees of Boston University and Sponsor. Student agrees that student will submit a draft of any proposed written submission or oral presentation of project results or findings to Sponsor at least 14 days prior to such submission or presentation to allow Sponsor to review it for inadvertent disclosure of proprietary information.

Student hereby grants to Sponsor a perpetual, transferable, nonexclusive, royalty-free license to Project IP (as defined in the Agreement) owned by the student.

Student understands that student is not required under this course to participate in the Project, and that student is free to request alternative assignments that do not involve any signature or agreements with outside companies or other third parties.

Student affirms that student is 18 years of age or older. Student understands that this is student’s personal individual agreement, that BU does not represent student legally, and agrees that student has had an opportunity to consult with student’s own legal counsel if desired.

Student agrees that research results, data and other deliverables relating to the Project that may qualify as student records under the Family Educational Rights and Privacy Act (FERPA) may be disclosed to Sponsor in accordance with the Agreement.

Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sponsor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Participant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sponsor Date