

# CORNELL STANDARD PROJECT AGREEMENT FOR EXTERNAL COLLABORATIONS (CSP-EC)

Computing & Information Science  
February, 2017

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

## 1 THE AGREEMENT

- 1.1 This is an agreement (“**The Agreement**”) made between each of those individuals who have executed this Agreement in the signature block below (“**The Student(s)**”) and Acquia Inc., a Delaware Corporation having principal place of business at 53 State Street Boston MA 02109 (“**The Organization**”) on this date 1/18/2017 (“**The Effective Date**”).
- 1.2 Wherein, The Student is a student of Cornell University (“**The School**”).

## 2 THE PROJECT

- 2.1 “**The Project**” means the student project(s) titled “Measuring Contributor engagement on Drupal.org” and “User Experience testing for Drupal’s new Layout Builder” each as more fully described in Acquia’s Project Proposal Form, to be carried out by The Student for academic credit from The School in cooperation with The Organization.
- 2.2 This 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.
- 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 is advised by a member of The School’s faculty (“**The Advisor**”).
- 2.5 “**The Duration**” of The Project means the period from January 24, 2018 (“**The Start Date**”) to May 22, 2018 (“**The End Date**”), unless this agreement is terminated under Section 7.

## 3 INTELLECTUAL PROPERTY

- 3.1 “**Intellectual Property**” means all intellectual property 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 any prior agreements to which The Student is a party.
- 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.
- 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 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, BSD, or Apache 2.0 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.

☐ **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.

☒ **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.

- 3.6 The Student will not intentionally create software in connection with The Project that infringes on the intellectual property of third parties.

#### 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, or information which would be apparent to a person familiar with The Organization's business to be of a confidential nature, the maintenance of which is important to The Organization. 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.

#### 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 shall 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.

#### 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 or gross negligence, neither party shall be liable to the other for monetary damages arising out of the actions under this 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 this agreement.

## 7 TERMINATION

- 7.1 Any party may terminate this agreement at any time, with or without cause, effective immediately upon written notice to the other party. Otherwise, this agreement will automatically terminate immediately on The End Date.
- 7.2 If this 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, 6, 7.3, 7.4 and 8 shall survive termination of this agreement.

## 8 LEGAL AUTHORITY

- 8.1 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 The Student and an authorized representative of The Organization.
- 8.2 This agreement shall be construed under the laws of the state and country in which the office of The Organization in which The Student carries out The Project is 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 headquarters of The Organization is located and each party hereby consents and submits to the personal jurisdiction of such court and waives any objection to such venue.
- 8.3 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.
- 8.4 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:

### The Student(s)

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

Signature: \_\_\_\_\_

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

### The Organization

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

DocuSigned by:  
*Michael Cayer*  
928952B9A1FC4E8...

Michael Cayer

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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.*