

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 Cornell University (“**The Student(s)**”) and Credit Suisse Securities Services (USA) LLC , One Madison Avenue | 10010 New York | United States (“**The Organization**”) on this date 01/15/2018 (“**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 titled “*Product Reference Data Consolidated Model* and *Data Quality: Rules vs Machine Learning Systems*,” 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: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

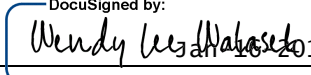
Name: _____

Signature: _____


The Organization:

Credit Suisse Securities Services (USA) LLC

Name: Wendy Lee Walasek


Signature:  Jan-16-2018 | 16:58 GMT
DocuSigned by: 741094EDF3AE4E6...

Name: Patrick Kirk

Signature:  Jan-17-2018 | 14:29 GMT
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Cornell Student Advisor

Name: Kyle James Harms

Signature:  Jan-16-2018 | 16:56 GMT
DocuSigned by: 740EB4392CA44D1...

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.

Certificate Of Completion

Envelope Id: 344F34A70B30439BA90066DDD01076D5	Status: Completed
Subject: Document signing with Credit Suisse / [contract name]	
Ivalua contract ID: CTR012345	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Karina Szymanska
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	11 Madison Ave Bsmt 1b
	New York City, NY 10010-3698
	karina.szymanska@credit-suisse.com
	IP Address: 198.240.212.1

Record Tracking

Status: Original	Holder: Karina Szymanska	Location: DocuSign
Jan-16-2018 07:16	karina.szymanska@credit-suisse.com	

Signer Events

Kyle James Harms
is-mps-projects@cornell.edu
Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

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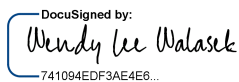
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Signed: Jan-16-2018 | 16:56

Electronic Record and Signature Disclosure:
Accepted: Jan-16-2018 | 16:55
ID: 8b5e54e7-285e-488f-bc18-2929f436b78c

Wendy Lee Walasek
wendy.walasek@credit-suisse.com
Credit Suisse AG
Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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Signed: Jan-16-2018 | 16:58

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Patrick Kirk
patrick.kirk@credit-suisse.com
VP, Sourcing & Vendor Management
Credit Suisse AG
Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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Using IP Address: 198.240.130.75

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Signed: Jan-17-2018 | 14:29

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	Jan-17-2018 14:29
Completed	Security Checked	Jan-17-2018 14:29

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSENT TO USE THIS ELECTRONIC RECORD AND SIGNATURE SERVICE

By entering your electronic or digital signature ("Electronic Signature") on an electronic record, contract, notice, disclosure, or other record or document ("Electronic Record") and submitting such Electronic Record through this electronic signature service to Credit Suisse Group AG, Paradeplatz 8, 8001 Zurich, Switzerland, or any of its affiliates or subsidiaries (collectively "Credit Suisse") (the addresses of which are available at <https://www.credit-suisse.com>), you agree that your Electronic Signature is intended to authenticate such Electronic Record and have the same force and effect as your manual signature. You agree that no certification authority or other third party verification is necessary to ensure the validity of your Electronic Signature, and you represent and warrant that you are duly authorized to execute such Electronic Record on behalf of the named entity.

You further agree that by using this electronic signature service, your name, business title, email address, mailing address, telephone number, Electronic Signature, log in credentials and associated log data collected by this electronic signature service ("Personal Data") may be used by DocuSign, Inc., 221 Main Street, Suite 1000, San Francisco, CA 94105 USA, and its authorized subcontractors (collectively "DocuSign") to provide electronic signature services, including delivery, access, review, acknowledgement, electronic signature, and storage of Electronic Records via the Internet. You also agree that your Personal Data may be processed by and stored in DocuSign and Credit Suisse data center locations outside your country, including but not limited to storage locations in the U.S., Switzerland, U.K., Netherlands, Germany and Philippines. This may involve the transfer and use of your Personal Data by DocuSign and Credit Suisse outside the country where, or legal entity for which, you work. The laws and regulations in the jurisdictions in which your Personal Data is transferred, stored and processed may not necessarily offer the same level of confidentiality, bank-client confidentiality or data protection as such laws do, and may require DocuSign and/or Credit Suisse to disclose all or any part of your Personal Data to authorities or other third parties. DocuSign and Credit Suisse each have agreed to treat your Personal Data in a confidential manner and comply with applicable data protection laws and regulations in relevant jurisdictions where your Personal Data is collected and processed by them. Accordingly, you agree that your Personal Data, in both electronic and physical form, may be accessed, stored, and transferred by DocuSign and Credit Suisse across national borders and affiliated entities (the addresses of which are available at <https://www.credit-suisse.com>) as needed for the above-stated purposes. Your Personal Data will be retained by DocuSign and Credit Suisse as permitted under applicable laws or regulations.

If you: (i) have any questions about the way your Personal Data is collected or used; (ii) no longer wish your Personal Data to be retained; (iii) wish to make a complaint in relation to the use of your Personal Data; or (iv) wish to exercise your potential rights regarding access to the data, rectification, opposition and deletion, please inform us by sending an email to Data Protection Specialist Unit at the following address: customercare.complaints@credit-suisse.com

If you are registering for the service in Australia, or if you are a citizen of or domiciled in Australia and your personal information is collected or held in Australia, please note that the

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It is voluntary for you to provide Personal Data in connection with this electronic signature service. However, if you do not provide all or part of the information requested, it may not be possible for you to execute Electronic Records through this electronic signature service. **If you do not agree with the terms contained in this Consent, please do not use this electronic signature service.**