

- 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 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.

TIP Except for cases of intentional misconduct or gross negligence, 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 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.