

## AGREEMENT FOR USE OF WORK FOR PICOCTF (“Agreement”)

Carnegie Mellon University (“CMU”) is involved in creating, operating and/or facilitating educational computer security games and/or challenges currently known as “**picoCTF.**” As used in this Agreement, “**picoCTF Activities**” collectively refers to the picoCTF websites and challenges targeted for use by middle and high school students, as well as any other non-profit educational programs or initiatives involving computer security undertaken by CMU pursuant to its status as a tax-exempt 501(c)(3) organization.

This Agreement covers any content and/or other intellectual property that you make available to GitHub picoCTF repositories, and/or CMU Box folder picoCTF, and/or picoCTF team leads for use in connection with picoCTF (your “**picoCTF Related Work**”).

If you, the undersigned, are willing to allow CMU to use your picoCTF Related Work under the terms described in this Agreement, please sign and return a copy of this Agreement to Megan Kearns at CyLab Institute in CIC 2110.

### AGREEMENT

1. Ownership of picoCTF Related Work. If you are subject to CMU’s Intellectual Property Policy (“**IP Policy**”) (such as a CMU faculty, staff or student), then ownership of your picoCTF Related Work (as between you and CMU) shall be determined in accordance with the IP Policy. If you are not subject to CMU’s IP Policy, you will retain any ownership interest you have in your picoCTF Related Work and you are not providing any ownership rights to CMU by signing this Agreement.

2. License to picoCTF Related Work. If CMU does not otherwise own your picoCTF Related Work, then by signing this Agreement, you hereby grant CMU an irrevocable, worldwide, perpetual, sublicensable, assignable, royalty-free, fully paid up, non-exclusive right and license to copy, publish, publicly display, make derivative works of, reproduce and/or otherwise use the picoCTF Related Work for picoCTF Activities. The license you are granting is subject to the terms set forth in this Agreement.

The right and license includes, but is not limited to, the right (a) to make the picoCTF Related Work available to third parties (including without limitation to schools, students and/or teachers) for educational, academic or other uses consistent with the picoCTF Activities; and (b) to sublicense the picoCTF Related Work to any contractors, suppliers, distributors and/or other third parties providing services for or on behalf of CMU as needed to exercise CMU’s license rights to the picoCTF Related Work.

3. Miscellaneous. You confirm that you are voluntarily providing your picoCTF Related Work and that you have the authority to provide it to CMU for these purposes. If you are a CMU student, you agree that CMU may exercise these license rights (including but not limited to the right to disseminate your picoCTF Related Work to others) even if your picoCTF Related Work constitutes an educational record of CMU within the meaning of the Family Educational Rights

and Privacy Act of 1974 (FERPA). You understand and agree that CMU is not obligated to use any or all of the picoCTF Related Work. You waive any right that you may have to inspect or approve any intellectual property based on and/or containing any of your picoCTF Related Work and/or any data and/or analysis based on or resulting from the use of your picoCTF Related Work under this license. You understand that you are not receiving any money or other compensation in exchange for this license (notwithstanding anything to the contrary in the IP Policy, if applicable), though CMU may acknowledge you as a contributor as applicable and appropriate depending on the use of the picoCTF Related Work.

**IF YOU DO NOT WISH TO ALLOW USE OF YOUR PICOCTF RELATED WORK YOU DO NOT HAVE TO SIGN THIS AGREEMENT.** If you are not interested in allowing use of your picoCTF Related Work, no further action is needed. Simply do not return this form. However, if the IP Policy is applicable to you, please be advised that failure to sign this form does not diminish or otherwise change any applicable ownership or rights (if any) to which CMU is entitled under the IP Policy for the picoCTF Related Work.

By signing below, you represent and warrant that you are at least 18 years old and agree to the terms and conditions listed above. The terms of this Agreement (together with the IP Policy, if applicable) represent your entire understanding with CMU regarding the use of your picoCTF Related Work and supersede any prior arrangements with CMU regarding it. This Agreement may not be modified unless agreed in writing by you and an authorized signatory for CMU.

Intending to be legally bound, you hereby execute this Agreement in favor of, and for the benefit of, CMU.

This Agreement is effective as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Printed Name:

Permanent Address:

Are you a CMU faculty, staff or student? (Check one) \_\_\_\_Yes\* \_\_\_\_No

\*If yes, please complete the following: Campus address:

Status and College/Department (indicate whether faculty, staff or student):