

**COLLABORATIVE COURSE PROJECT AGREEMENT**  
between  
**Salisbury University**  
and  
**ABC LLC**

This collaborative course project agreement ("Agreement") is entered into by and between Salisbury University (the "University"), a constituent institution of the University System of Maryland, a public agency and instrumentality of the State of Maryland, and ??? LLC ("ABC"), a \_\_\_\_\_ company located in \_\_\_\_\_, collectively referred to as the Parties.

**I. COURSE PROJECT**

- A. This Agreement describes the relationship between the Parties, including the scope of work for the course project ("Course Project"), contained in Appendix A and made a part of this Agreement.
- B. The course instructor has primary responsibility for overseeing the Course Project on behalf of the University.
- C. The University agrees to use reasonable efforts to perform the Project but makes no guarantees to any specific results. Neither the University's nor ABC's participation in the Project is contingent upon a deliverable.
- D. The Course Project team includes all University faculty and students involved in the Course Project and any ABC's personnel involved in mentoring students.
- E. University students are voluntarily participating in the Course Project. Students are not acting as employees, agents, or contractors of either the University or ABC. Students will sign an acknowledgement and agree to abide by the terms of this Agreement (see Appendix B), but they are not a party to this Agreement. Unless approved by the University, ABC shall not require students to sign other agreements.
- F. Students and course instructors participating in the Course Project agree to comply with all applicable safety and biosecurity policies, procedures, and regulations of the site while present on-site. This includes any training, protective measures, and site-specific rules required to maintain a safe working environment. Failure to adhere to these requirements may result in removal from the site.

**II. COLLABORATIVE EXPERIENTIAL LEARNING FOR COURSE PROJECT**

- A. The Course Project is a critical component of COURSE ID COURSE TITLE (Spring/Fall 20XX), providing experiential learning inherent to the Department of \_\_\_\_\_. The Course Project provides students the opportunity to apply their knowledge to a real-world case study by focusing on a challenge of interest to ABC.

### **III. PROJECT RESULTS AND INTELLECTUAL PROPERTY**

- A. **Project Results** means all data, inventions, discoveries, copyrighted works, software, code, and tangible materials that are conceived, created, and/or first reduced to practice, during the performance of this Course Project.
- B. **Inventor and Author Status**. A person's status as inventor or author will be determined in accordance with University System of Maryland ("USM") policies and U.S. law and regulation.
- C. **Ownership**: In accordance with the USM Board of Regents Policy on Intellectual Property ("IP"), BOR Policy IV-3.20:
  - i. University students own all rights and interests, including copyright and patent rights, in all Project Results created solely by students in performance of the Course Project ("Student Project Results").
  - ii. The University and University students jointly own Project Results created jointly by University employees and students in performance of the Course Project ("University-Student Project Results").
  - iii. ABC owns all rights, title and interests in any Project Results created solely by ABC employees in performance of the Course Project ("ABC Project Results").
  - iv. If ABC provides guidance, direct input, or information that is utilized in the development of the Project Results, ABC shall qualify as a joint inventor or co-author of any Project Results with University employees and/or students. ABC and the University and/or students will jointly own such Project Results ("ABC-University-Student Project Results").

For the avoidance of doubt, nothing herein shall be construed to grant any right or license, express or implied, to (1) Confidential Information (as defined herein) properly disclosed in accordance with the terms of the Agreement; or (2) the pre-existing IP of the Parties or students.

### **IV. CONFIDENTIAL INFORMATION AND PUBLICATIONS**

- i. Confidential Information means information that one party discloses (the "Disclosing Party") in written, oral, graphic, electronic, or physical form to the other party (the "Recipient") that is not generally known to the public and may include, but is not limited to, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, data, plans, software, business plans and strategies, customer lists, or similar information.
- ii. Confidential Information does not include information that (a) the Recipient develops independently and without the benefit of Confidential Information of the Disclosing Party; (b) the Recipient lawfully obtains from a third party under no obligation of confidentiality; (c) is or becomes publicly available

through no wrongful act of the Recipient; (d) is known to the Recipient prior to receiving the information from the Disclosing Party; and/or (e) Recipient is obligated to produce to comply with applicable laws or regulations, including but not limited to the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena provided that, if legally permitted, the Recipient agrees to notify the Disclosing Party of the request prior to making a disclosure so the Disclosing Party may take appropriate action.

- A. ABC is strongly discouraged from disclosing highly sensitive information to University employees and students. University course instructors and students will be advised to treat all information furnished by ABC and relating to ABC's business as Confidential Information unless the information can be legally obtained from other sources or ABC has provided written permission for the information to be released. To ensure that Confidential Information of ABC is easy to distinguish from Project Information, or information obtained from other sources, Confidential Information should be clearly marked as Confidential Information where possible, or, if disclosed orally or visually, should be identified as being Confidential Information at the time of disclosure with a follow-up written summary of the disclosed Confidential Information within ten (10) business days of the initial disclosure.
- B. Acknowledgement: In order to participate in the Course Project, University faculty/employees and students will sign the acknowledgment statement contained in Appendix A, which includes an agreement not to disclose Confidential Information outside of the Course Project Team and an agreement to delete all Confidential Information at the completion of the Course Project.
- C. No License: This Agreement shall not be construed to grant any right or license, express or implied, to the Recipient under any patent, copyright, or application therefore except to the extent specified in this Agreement.
- D. Legally Protected Information: ABC shall not disclose information to University employees or students that is protected by statute, including but not limited to information subject to U.S. export control laws, protected health information, Controlled Unclassified Information of the U.S. Government, or any other information that could expose University employees or students to civil or criminal liability if inadvertently disclosed.
- E. Student Course Project Results: Student Course Project Results shall not be considered Confidential Information of ABC unless such Results contain or are derived from Confidential Information properly furnished by ABC or information that is exclusively applicable to the ABC's business processes that have been shared with students on a confidential basis.

## V. LIABILITY and DISCLAIMER OF WARRANTIES

- A. Salisbury University Liability: The University is an agency of the State of Maryland. As such, the University, its officers' and its employees' liability is governed exclusively by Title 12 of the State Government Article and Title 5, Subtitle 5 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended from time to time.

- B. **Limitation of Liability:** In no event will the Parties, or their officers, agents, or employees be liable for any incidental, special, punitive, indirect, exemplary or consequential damages of any kind including, but not limited to, business expense, attorneys' fees, machine down time, loss of profits, damage or injury to property or person, for any claims, demands or damages arising out of the performance of this Agreement or use of Project Results.
- C. **No Student Liability:** With the exception of cases of willful misconduct, ABC agrees not to hold students liable, sue students, or cause them to be sued, for any liability arising out of or related to their performance of the Course Project or ABC's use of the Project results.
- D. **DISCLAIMER OF WARRANTIES:** Any and all Project Results provided to ABC are provided "as is." The University and its employees, officers, and agents disclaim any and all representations or warranties, express or implied, written or oral, in fact or arising by operation of law, regarding any Project Results that may be contemplated, anticipated, or developed in the performance of the Course Project, including warranties of merchantability, fitness for a particular purpose, commercial value, and/or freedom of results from the infringement of any patent, copyright, other intellectual property or proprietary rights of any third party.

## **VII. GENERAL**

- A. **Relationship of Parties:** For the purposes of this Agreement and all work performed hereunder, the Parties are and shall be deemed to be independent contractors and not agents or employees of the other party. Students are not parties to this Agreement; students are not and shall not be deemed to be employees or agents of either party.
- B. **Notices:** Any notices required to be given under this Agreement shall be addressed and delivered by mail or email to the following contacts:

Salisbury University:

Name of Dean, Dean  
School of \_\_\_\_\_  
Salisbury University  
Dean's email: \_\_\_\_\_  
1101 Camden Ave.  
Salisbury, MD 21801  
Phone of the Dean

ABC:

John Smith  
ABC LLC  
[John.Smith@abc.com](mailto:John.Smith@abc.com)

- C. **Severability.** If any one or more of the provisions contained in this Agreement, or any application thereof is held to be invalid, illegal, or unenforceable in any respect for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision.

- D. **Governing Law.** This Agreement, shall be construed and governed by the laws of the State of Maryland without reference to its conflicts of laws principles.
- E. **Entire Agreement.** This Agreement, together with any other agreements signed in conjunction with this Agreement and the Course Project constitutes the entire understanding by and between the parties. Any and all prior agreements related to this Course Project, whether oral or written, are superseded by this Agreement. ABC will not require students to sign any other agreements unless approved by the University. The Parties agree to accept electronic delivery of the signed Agreement.

In witness whereof, the authorized representatives of the parties have signed below.

**SALISBURY UNIVERSITY**

**ABC**

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John Doe, Ph.D.  
Provost and Sr. Vice President  
of Academic Affairs

Date: \_\_\_\_\_

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John Smith  
Vice President of ABC

Date: \_\_\_\_\_

## APPENDIX A

### Statement of Work

<b>Project name</b>	
<b>The Client</b>	
<b>SU course name &amp; number</b>	

## APPENDIX B

## **Course Instructor and Student Acknowledgement Form**