

AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, by and between Miami University, an Ohio state-assisted institution of higher education through _____, an educational program of Miami University ("the Class"); and _____, with offices located in _____ ("Client").

RECITALS

A. The Class is an experiential learning practicum conducted by Miami University's Department of _____ for the purpose of allowing teams of qualified students to provide services to business clients while obtaining a non-traditional class experience; and

B. Client has proposed a project that has been accepted by the Class for the fall/spring semester of 20____, upon the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, the parties hereto agree as follows:

1. The Class will work on Client's campaign for approximately 15 weeks starting approximately _____, 20____ and ending on approximately _____, 20_____. Services provided may include any or all of the following:

_____.
2. The Class will assign a faculty liaison who will have primary responsibility for maintaining communications between the Class and Client. Client will also designate one representative who will be Client's contact person for purposes of this campaign.
3. The Class and Client representatives will meet at least two times during work on the campaign. An initial meeting will involve discussions of the scope and background of the project. Approximately two-three weeks later, meetings will be held in order to answer questions. A final meeting will be held at project conclusion in order for the Class' representatives to present their work product. Other meetings may be held based upon mutual agreement of the Client and the Class representatives.
4. Upon signing this Agreement, Client agrees to pay a fee of _____ Dollars (\$_____) to Miami University for services to be provided by the Class. This amount will be refunded to Client in the event the campaign is canceled by the Class. This fee is due no later than the week prior to the start of the designated semester.

5. Upon conclusion of this campaign:
 - A. All materials, flow charts, drawings, documents, proposals, records, notes, data and equipment obtained by the Class from Client, or from others on behalf of Client, shall be returned to Client.
 - B. All materials created by the competing the Class teams will be delivered to Client. This includes all audio and video tapes, photographs, graphic art, musical compositions, performances, trademarks, research findings, logograms, and any other materials created for the campaign. By signing this agreement, Client agrees to allow the Class participants to use copies of the final book and presentation for purposes of interviewing and/or job search. The Class hereby represents and warrants that it will obtain all necessary approvals and consents in connection with its materials, prior to delivery thereof, and that none of those materials, or any portion thereof, will infringe upon the rights of any third party.
6. The Class will use its best efforts to keep Client's proprietary information confidential to the extent permitted by law, *provided, however*, the Class participants shall not be prohibited from disclosing generic (*i.e.*, non-confidential) information regarding their participation in the program to prospective employers solely for purposes of obtaining employment. Client acknowledges that the Class's participants are students, not employees, and the Class is not liable for the actions or inactions of the participants, including breach(es) of Exhibit A.
7. In furnishing services under this Agreement, each of the parties shall be an independent contractor and nothing in this Agreement shall be construed to make either of the parties or any of their employees/students, an employee of the other party. No party shall exercise any control over the manner or means by which any other party or its employees/students perform services under this Agreement. In no event shall the parties be deemed to be a partnership or joint venture with each other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.
8. All work created by the Class for Client under this Agreement (the "Work") shall be the property of the Client and all right, title and interest in the Work shall vest in the Client and shall be deemed to be work made for hire and made in the course of the services rendered under this Agreement. To the extent that title to the Work may not, by operation of law, vest in the Client or the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the Client by the Miami University. The Work shall belong exclusively to the Client with the Client having the right to obtain and hold in its own name copyrights and/or other protections as may be appropriate to the subject matter. Miami University agrees to give the Client and any person designated by the Client, reasonable assistance, at the Client's expense, required to perfect the rights defined in this paragraph.
9. Prior to commencement of work hereunder, the Class shall have each of the Class

participants execute the agreement set forth at Exhibit A.

10. Each party shall be responsible and liable for any and all claims, demands, causes of action, or damages to the proportional extent arising out of its breach of any provision of this Agreement, or any negligent acts or omissions of such party or its officers, agents, employees or students pursuant to this Agreement.
11. Client acknowledges that the Class's participants are students, not professional service providers, and Miami University does not provide any warranties regarding the services and work product provided pursuant to this Agreement.
12. Neither party may use the other's name or logo for any purpose without the prior written consent to such use by the other party, except that the Class may use Client's name or logo in connection with the Class's work on Client's project.
13. This Agreement shall be construed and enforced in accordance with the domestic laws of the State of Ohio without giving effect to its conflict of laws provisions.
14. Any litigation relating to this Agreement shall be venued in a court of competent jurisdiction in Ohio. The parties consent to the personal jurisdiction of that court.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representatives, have signed this Agreement.

CLIENT

MIAMI UNIVERSITY

By: _____
Name:
Title:

By: _____
David K. Creamer
Vice President for Finance and Business
Services

DEAN CONSENT

By: _____
Name:

DEPARTMENT CHAIRPERSON CONSENT

By: _____
Name:

EXHIBIT A
PARTICIPATION AGREEMENT

In exchange for the opportunity to participate in the _____ project (the "Class") for the _____ (the "Client") and for the good and valuable consideration which I acknowledge the receipt thereof, I understand that in the course of participating in the Class, I will have access to and learn certain information which has been specifically designated as confidential by the Client ("Confidential Information"). I further agree that I will keep all Confidential Information in strict confidence and will not use or disclose Confidential Information to any third-party except as may be necessary for my participation in the Class or required by law.

I also agree that upon completion of the Class or at any time requested by the Client, I will promptly return all Confidential Information provided to me and I will not retain any samples or copies of the Confidential Information or notes regarding the same.

I acknowledge and agree that all work that I create or help create for Client under this Agreement (the "Work") shall be the property of the Client and all right, title and interest in the Work shall vest in the Client and shall be deemed to be work made for hire and made in the course of the services rendered under this Agreement. To the extent that title to the Work may not, by operation of law, vest in the Client or the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the Client by me, and I hereby represent and warrant that I have the right to so assign. The Work shall belong exclusively to the Client with the Client having the right to obtain and hold in its own name copyrights and/or other protections as may be appropriate to the subject matter. I agree to give the Client and any person designated by the Client, reasonable assistance, at the Client's expense, required to perfect the rights defined in this paragraph.

Notwithstanding the above, I shall not be prohibited from disclosing generic (*i.e.*, non-confidential) information regarding my participation in the Program to prospective employers solely for purposes of obtaining employment.

Signature

Printed Name

Date