**Student Course Project
Open Source Agreement**

This Student Course Project Open Source Agreement (“Agreement”) is executed by the undersigned Rochester Institute of Technology (“RIT”) student with respect to the course project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with Rochester Institute of Technology, a not for profit corporation (“Company”). This Agreement is made pursuant to RIT Intellectual Property Policy C03.0 and is intended to be consistent with sections C03.0 1.V.B.2. In the event of a conflict between this Agreement and RIT Intellectual Property Policy C03.0 (<http://www.rit.edu/academicaffairs/policiesmanual/c030>), the RIT Intellectual Property Policy shall govern.

 I, the undersigned, am a student enrolled with RIT and I desire to participate in a course project at RIT that will benefit the Company (“Project”). In consideration for my participating in the Project, I agree to the following:

1. **Distribution Through an Open Source Community.** To the extent that I develop any information, inventions or materials in connection with my participation in the Project (“Project Artifacts”), I hereby agree to distribute the Project Artifacts through an open source community ("Project Community") with licensing that provides full use and availability to the public. The Company will have the same rights to use the Project Artifacts as any other entity that accesses the Project Community. Project Artifacts shall not include technical information, know how, data, processes, inventions, discoveries, improvements and works of authorship, including without limitation any and all rights in patents or patent applications, which I may own and are existing as of the date of this Agreement, or which I independently developed after the date of this Agreement.
2. **Disclosure of Intellectual Property.** I shall disclose Project IP to the Company promptly, but in no event any later than the end of the Project.
3. **Publishing Rights.** In the event that I seek to publish findings, in writing or orally, relating to my participation in the Project, I shall submit a draft of any proposed written submission or oral presentation to the Company at least fourteen (14) days prior to the intended submission for publication to allow the Company to review such publication for inadvertent disclosure of confidential information. The Company shall have the opportunity to request changes or additions to the proposed written submission. If any such submission or presentation discloses any confidential information of the Company, the Company shall so notify me within ten (10) days of receipt of the draft and I shall delete from such submission or presentation the confidential information identified by the Company.
4. **Project Participation.** I acknowledge that RIT and Company have the right to cancel, without penalty, my participation in the Project. I further acknowledge that I have been advised that if I chose to not participate in the Project, I will be given the opportunity to participate, without penalty, in alternative projects which do not require the signing of this Agreement, or any agreements similar to this.
5. **Governing Law, Severability and Venue.** I further agree that this Agreement shall be construed in accordance with the laws of the State of New York. If any terms or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted before the New York State Supreme Court.

I state that I am at least eighteen (18) years of age and fully competent to sign this Agreement. I understand and execute this Agreement for full, adequate, and complete consideration, fully intending to be bound by the same.

|  |  |  |
| --- | --- | --- |
| **RIT Student:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Acknowledgment by Company**:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Ryne RaffaelleCompany: Rochester Institute of TechnologyTitle: Vice President for Research and Associate Provost Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |