



**EXPERIENTIAL LEARNING MADE EASY**

**Thank you for participating in a CapSource experiential learning engagement. This Rules of Engagement Agreement defines roles, responsibilities, and expectations of all parties involved in our collaborations.**

*Rules of Engagement  
“Agreement”*

***Please ensure this document has been signed by all parties before the project begins!***

**Parties Referenced Within:**

- **Course**

- School: \_\_\_\_\_

- Course Title: \_\_\_\_\_

- **Course Faculty Mentor(s)**

- Name: \_\_\_\_\_

- Title: \_\_\_\_\_

- Signed: \_\_\_\_\_

- **Host Company**

- Company Name: \_\_\_\_\_

- Project Champion(s): Direct point of contact for all parties at the company

- Name: \_\_\_\_\_

- Title: \_\_\_\_\_

- Signed: \_\_\_\_\_

- Project Supervisor(s): Additional (senior) point of contact at the company

- Name: \_\_\_\_\_

- Title: \_\_\_\_\_

- Signed: \_\_\_\_\_

- **Students / Student Team**

- All students enrolled in the Course; Student Team refers to the group of individual students assigned to work on each project

- **Project Coordinator ("CapSource")**

- Jordan Levy, Co-Founder & Executive Director at CapSource

- Signed:  \_\_\_\_\_

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**Each Party Acknowledges and Agrees:**

1. This project is designed first and foremost to be a learning experience for the students involved; value created for the company is a byproduct of the student experience.
2. All work derived from the project is owned exclusively by the Host Company
3. The students are not full-time or part-time employees of Host Company; they are assuming the role of outside student consultants and should be treated as third parties.
4. Individual Students, Capsource, and/or any Faculty Member will not be monetarily compensated for their work.

Students, Faculty Mentors on its behalf and on behalf of its representatives, affiliates, heirs and assigns, hereby irrevocable releases Host Company, Project Champion and Project Supervisor from any claims, costs, causes of action, liabilities, punitive damages, potential claims or demands, in law or equity ("Claims") that arise out of or that are based on any of the above Sections (1 – 4).

**Expectations of Individual Students and Student Teams:**

- Students are to communicate professionally, and in a timely manner; emails should be responded to within two business days.
- Students will be prepared for meetings and respect the time of the Project Champions, Project Supervisors, and other company resources that will be involved with the project.
- Students will stringently abide by the included mutual Non-Disclosure Agreement (NDA), IP Assignment and any other legal paperwork required of them at all times before, after, and during the engagement.
- Students will not share, move, store, or modify files or documents outside of company approved forums.
- Students are required to track project working hours to ensure they're at the appropriate level of commitment.
- Students must be prepared to present the status of their project within one business day when requested by Company Personnel, Program Administration, and/or Faculty Mentors.

- Students agree to complete any project, peer, self, or other evaluations when prompted by Project Coordinator, Host Company, or Faculty Mentor in a timely and equitable manner.
- Students must be prepared to meet with their Faculty Mentor or Program Administrator regarding individual and team performance.
- Students agree to try and mitigate team issues internally before escalating to Faculty Mentor. Truly problematic situations should be adjudicated through the Faculty Mentor before escalating to company personnel.

### **Expectations of Host Companies:**

- Companies are expected to allocate a Project Champion who will be the main point of contact for the duration of the project.
  - Should anything change about the Project Champion's employment status, position at the company, or availability that would render him or her unable to continue working with the consulting team, the Project Supervisor will take over managing until a new Project Champion is brought up-to-speed and properly on-boarded.
  - The Project Champion should expect to meet with the students at least once per week for at least 1 hour per session. The meeting forum is up to the Project Champion's discretion (e.g., the Project Champion and the students can agree to web conference instead of meeting physically).
    - Note: When possible, we *highly recommend* that at least one or two meetings throughout the engagement are done in-person.
  - The Project Champion will be responsible for providing up to three short assessments of each team's performance during the term and one longer assessment after conclusion of the project.
- Changes in management structure of the project should be communicated both verbally and in written form to the Project Team, Faculty Mentor and Project Coordinator.
- Companies will adhere to the Project Charter (attached separately) that was approved before the project kickoff.
  - Any major changes to the project brief should be communicated both verbally and in written form with both the Project Team and the Faculty Mentor.

- Companies will respond to inquiries and information requests within two business days.
- Problematic situations should be adjudicated through the Faculty Mentors (first) and the Project Coordinator (second).

### **Expectations of Faculty Mentors:**

- The role of Faculty Mentors is to coach students through the project as subject matter experts and advisors; they should not be completing day-to-day project responsibilities.
- Faculty Mentors acknowledge that they are open to communication at any point throughout the project from the Project Coordinator, Students, or Project Champion/Supervisor.
  - Faculty Mentors agree to respond to inquiries within two business days.
- Faculty Mentors will respect the choices and decisions made by the team, even when contrary to their own recommendations.
- Faculty to serve as internal initial escalation of Host Company-related issues or project-related issues before students contact company representatives.
- Problematic situations should be adjudicated through the Faculty Mentors (first) and the Program Coordinator (last).
- Faculty are required to adhere to the following Mutual Non-Disclosure Agreement and the Intellectual Property Assignment as well.

### **Mutual Non-Disclosure Agreement (NDA):**

The Host Company, their Project Champions and Supervisors, Faculty Mentors, and Students are referred to herein individually as a “Party” and collectively as the “Parties.”

This Mutual Non-Disclosure Agreement (NDA) is entered into between all Parties as of the Effective Date displayed at the bottom of this document. This NDA is designed to protect the confidentiality of certain confidential information of the parties throughout the student consulting engagement (the “Permitted Use”)

As used herein, the “Confidential Information” of a Party will mean, subject to Section 2, any and all technical and non-technical information disclosed by such Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, algorithms, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering,

financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.

1. If the Confidential Information is embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), it will be labeled as “Confidential” or bear a similar legend. If the Confidential Information is disclosed orally or visually, it will be identified as such at the time of disclosure.

2. Subject to Section 4, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

(a) was in the public domain at the time it was disclosed to the Receiving Party;

(b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;

(c) was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; or

(d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or

(e) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; or

(f) was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.

4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with

reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.

6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This Agreement will terminate one (1) year after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns. Each Party's obligations with respect to all technical Confidential Information of the other Party will terminate only pursuant to Section 4.

10. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of New York, without giving effect to any

conflicts of laws principles that require the application of the law of a different state. This Agreement may not be amended except by a writing signed by both Parties.

12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

14. The Receiving Party will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

15. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

#### **Intellectual Property Assignment:**

- Students and Faculty Mentors (the “Consulting Parties”) hereby irrevocably assign, grant and convey to Host Company all right, title and interest now existing or that may exist in the future in and to any intellectual property rights in any work product created by Consulting Parties, or to which Consulting Parties contributes, pursuant to this Agreement (the “Work Product”), including all copyrights, trademarks and other intellectual property rights (including but not limited to patent rights) relating thereto.
- Consulting Parties agree that any and all Work Product will be and remain the property of Host Company. Consulting Parties agree to execute, at Host Company’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment.
- Consulting Parties will not attempt to register any works created by Consulting Parties pursuant to this Agreement at the U.S. Copyright Office, the U.S. Patent & Trademark Office, or any foreign copyright, patent, or trademark registry.
- Consulting Parties retain no rights in the Work Product and agrees not to challenge Host Company’s ownership of the rights embodied in the Work Product.

- Students are permitted to showcase high-level details about these working relationships, including publicly available details about the company and high-level details about their project scopes for use on resumes, LinkedIns, portfolios, and other mechanisms typically used to showcase experience for future work.
- Consulting Parties further agree to assist Host Company in every proper way to enforce Host Company’s rights relating to the Work Product in any and all countries, including, but not limited to, executing, verifying and delivering such documents and performing such other acts (including appearing as a witness) as Host Company may reasonably request for use in obtaining, perfecting, evidencing, sustaining and enforcing Host Company’s rights relating to the Work Product.

## Acknowledge Commitment:

I have read the Rules of Engagement and agree to this Agreement as the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters.

<b>STUDENT</b>	
<b>Name</b>	
<b>Email</b>	
<b>Date</b>	
<b>Signature</b>	
<b>Signature of Legal Guardian (if under 18)</b>	