

## Intellectual Property Agreement

This Intellectual Property Agreement (“Agreement”), effective as of \_\_\_\_\_ (“Effective Date”), is entered into between the University Corporation for Advanced Internet Development d/b/a Internet2 (“Internet2”) and \_\_\_\_\_ (“You”) (each a “Party” and collectively, the “Parties”). This Agreement governs the Parties’ participation in the [INSERT WORKING GROUP NAME] (the “Program”), and all intellectual property arising in or resulting therefrom. By signing this agreement, You agree to these terms. Further, Your affirmative act of participating in the Program (either directly or via Your employee(s) or agents(s) who participate in the Program, hereinafter collectively referred to with You as “Participant”) constitutes a further acceptance of these terms.

### I. PURPOSE

This Agreement confirms Participant’s intent to participate as a contributor in the Program, which has been established for [INSERT PURPOSE]. Participant acknowledges that during the Program, Participant will be working with Internet2 and other persons or entities (such persons or entities collectively, with Internet2 and Participant, the “Contributors”). Participant further acknowledges that Participant’s involvement in the Program may result in the creation, modification, or generation of certain intellectual property that Participant will assign to Internet2, and/or the licensing of other intellectual property to Contributors, as set forth below.

### II. INTELLECTUAL PROPERTY

#### a. Background IP

- i. Participant owns, controls, or has the right to license certain intellectual property that it generated or acquired other than in the course of its activities with the Program (“Background IP”).
- ii. Attached as **Schedule A** (which may be supplemented from time-to-time by Participant) is the Background IP that Participant is supplying, providing, or making available to the Program (the “Licensed Background IP”). Participant hereby grants to all Contributors a perpetual, non-exclusive, royalty-free, worldwide license to use and sublicense such Licensed Background IP, and any derivative works thereof, solely as incorporated in or reasonably necessary for the use and exploitation of the Arising IP (as defined below) and derivatives thereof, and solely in support of and in accordance with the goals, standards, or objectives of the Program or Internet2. Participant expressly reserves all other rights, title, and interest in its Licensed Background IP and all other Background IP.
- iii. Participant shall not assert, or cause or assist any other entity to assert, any intellectual property rights against Contributors in connection with their authorized use of the Licensed Background IP pursuant to this Agreement.
- iv. Participant represents and warrants, to the best of its knowledge, that:

1. It owns or has sufficient authorization to license to Contributors the use of the Licensed Background IP as permitted hereunder, it has sufficient authorization to execute this Agreement on its own behalf (or on behalf of its employer, if applicable), and it has secured all necessary permissions and consents to participate in the Program and to grant the rights granted herein.
2. No additional assignments, licenses, or other written documentation is necessary for Contributors to use the Licensed Background IP as permitted hereunder. Notwithstanding the foregoing, if Participant becomes aware that any additional documentation is required, Participant shall use its best efforts to secure such assignments, licenses, or other written documentation on behalf of any and all Contributors.
3. The use of the Licensed Background IP in accordance with the terms of this Agreement will not infringe any laws or any intellectual property rights or other rights of any natural or legal person.
4. Unless previously disclosed in writing to Internet2, the Licensed Background IP does not contain or incorporate any open source code.

**b. Arising IP**

- i. During the course of Participant's involvement in the Program, Participant may create, modify, or generate, or contribute to the creation, modification, or generation of, intellectual property specific to the Program ("Arising IP"). Participant agrees that, to the full extent permitted by applicable law, all Arising IP is and shall be owned by Internet2 as a work made for hire (and in the event that any element of the Arising IP is deemed not to be a work made for hire, Participant agrees to assign and hereby assigns such element to Internet2), which shall hold the Arising IP and derivatives thereof for the benefit of all Contributors.
- ii. Internet2 hereby grants to each Contributor a perpetual, non-exclusive, royalty-free, worldwide license to use and sublicense Arising IP, and any derivative works thereof, for non-commercial purposes that are consistent with the goals, standards, or objectives of the Program or Internet2, and always in accordance with the terms and conditions of this Agreement. Participant understands and agrees that, upon written notice to Participant, Internet2 may (in its sole discretion) convert the license granted hereunder to an open source license.
- iii. The Parties agree that Internet2 may license Arising IP to other third parties (for commercial or non-commercial purposes) on reasonable license terms, and/or assign the Arising IP to a third party, in each case in accordance with goals, standards, or objectives of the Program or Internet2. If Internet2 receives any profits as a direct result of such licenses or assignments, Internet2 shall either reinvest such profits in Internet2 for the

benefit of its membership, or attempt to disburse the net profits among the Contributors, in its sole discretion.

- iv. The Parties agree that Arising IP is and will be provided “as is,” and the Parties do not, and will not warrant, guarantee, or assume any responsibility, liability, or other undertaking with respect to the Arising IP.

**c. Other Provisions**

- i. Participant shall take such further action and execute such further documents as may be reasonably required to give effect to the rights granted under this Agreement and to demonstrate Internet2’s ownership of the Arising IP and all derivatives thereof.
- ii. Nothing in this Agreement shall be construed as granting any right in the trademarks of any Contributor. All uses of another Contributor’s trademarks are subject to such entity’s prior written approval.
- iii. Participant and Internet2 shall use their best efforts to ensure the accuracy of any information or materials (including but not limited to Licensed Background IP and Arising IP) that they respectively supply for use in the Program and shall promptly correct any error therein of which they are notified.
- iv. Neither Participant nor Internet2 offer any warranties in respect to information, materials, or intellectual property that they respectively supply to the Program except as expressly set forth herein. Both Participant and Internet2 accept that such information, materials, or intellectual property is supplied “as is” and each entity is entirely responsible for the use to which it puts such information, materials, and intellectual property.

**III. LIABILITY**

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTICIPANT NOR INTERNET2, NOR THEIR CURRENT OR FUTURE AFFILIATES, EMPLOYEES, AGENTS, OR CONTRACTORS, WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, AND PARTICIPANT AND INTERNET2 HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSON.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL ANY OF THE CURRENT OR FUTURE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTICIPANT OR INTERNET2 EVER BE PERSONALLY LIABLE TO THE OTHER

PARTY UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND INTERNET2 AND PARTICIPANT HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD BY SUCH INDIVIDUAL.

- c. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT IN THE EVENT OF EITHER PARTICIPANT'S OR INTERNET2'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, IN NO EVENT SHALL EITHER INTERNET2'S OR PARTICIPANT'S ENTIRE LIABILITY FOR ANY LOSSES, CLAIMS, JUDGEMENTS, DAMAGES, EXPENSES, OR COSTS (INCLUDING ATTORNEY'S FEES), WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVER EXCEED \$5,000.

**IV. GENERAL**

- a. **Confidential Information.** Participant shall not disclose any confidential, proprietary or trade secret information to Contributors during the course of the Program unless and until Participant is authorized to do so by the owner of such rights. The Parties agree that this Agreement is not confidential and may be disclosed to third parties. If future negotiations require or necessitate a nondisclosure agreement (NDA), the Parties will work to negotiate one at that time.
- b. **Assignment.** Except as expressly set forth herein, neither Party has the right to assign this Agreement, in whole or in part, without the written consent of the other Party, which consent shall not be unreasonably withheld.
- c. **Notices.** All notices required or permitted to be given by one Party to the other under this Agreement shall be given in writing to the individuals set forth below:

To Participant:

Attn: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

To Internet2: James A. Pflasterer, CFO  
Internet2  
100 Phoenix Drive, Suite 111  
Ann Arbor, MI 48108  
(734) 352-7019  
japflasterer@internet2.edu

With a copy to: General Counsel  
Internet2  
1150 18th Street NW, Suite 900  
Washington, DC 20036

- d. Choice of Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by the law of the state in which Participant’s main campus is located (“Governing Law”), without reference to choice of law principles. Any disputes arising out of or related to this Agreement shall be brought only in courts of competent jurisdiction in the state in which Participant’s main campus is located, following good-faith efforts by the Parties to negotiate a resolution; and the Parties hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.
- e. Relationship between the Parties.** Nothing herein shall be construed to create a partnership, agency, or joint venture between the Parties. Neither Party will hold itself out as being part of, controlled by, or acting on behalf of the other Party. In appropriate circumstances, the Parties agree to inform third parties that neither Party is part of or an agent of the other.
- f. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all earlier discussions, understandings, or agreement between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. This Agreement may be executed by facsimile, electronic, or PDF signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures on following page]*

The Parties have executed this Agreement as of the Effective Date.

INTERNET2

PARTICIPANT

Signature: \_\_\_\_\_

Signature:

\_\_\_\_\_

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

Name:

\_\_\_\_\_

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

Title:

\_\_\_\_\_

**Schedule A  
“Licensed Background IP”**

Participant to provide all relevant details about any Licensed Background IP, including terms and conditions and/or limitations on use, and any applicable application/registration numbers and filing details (including jurisdiction(s)).

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---