**Capstone Project Agreement**

**Between**

**The Rector and Visitors of the University of Virginia**

**on behalf of its**

**School of Data Science**

**and**

**[External Organization]**

This capstone agreement (“Agreement” or “Capstone Agreement”) is made as of [DATE] (the “Effective Date”) between the Rector and Visitors of the University of Virginia (“UVA”), with offices at 1001 Emmet St. North, Charlottesville, VA 22903 on behalf of its School of Data Science (“SDS”) and **[External Organization] (“Sponsor”), a [type and location of legal entity] located at [location for legal notice]**. Sponsor and UVA may be referred to herein individually as a “Party,” or collectively as the “Parties.”

WHEREAS, UVA desires to provide its students with experiential learning opportunities through capstone projects with a primary goal of providing “real world” projects that will give students an opportunity to gain valuable experience while working directly with Sponsor on a defined project;

WHEREAS, Sponsor wishes to fund a Capstone project and collaborate directly with SDS’s students;

The Parties hereby agree as follows:

***1.*** ***Responsibilities of UVA***

a. UVA will facilitate students’ conduct of the capstone project described in the attached Addendum A (“Project”.) The deliverables to be provided to Sponsor will be detailed in Addendum A, (“Project Deliverables”). Between two and four Master of Science in Data Science Students will participate in the project.

The assigned students (“Students”) are:

**[student names]**

b. UVA will assign a SDS mentor or mentors to advise the Project by instructing the students on method(s), technique(s), and domain to achieve the best match for the project (“Capstone Advisor”).

This agreement governs all UVA employees. The employees we anticipate will be most innvolved are:

**[faculty mentor name(s)], project mentor**

**[ethics instructor name(s)], Instructor of Ethics of Big Data class
L. Peter Alonzi, Technical and Computing Support**

c. The Students are required to present their project in scheduled sessions. Sponsor may attend the presentations to hear Students’ progress of the Project and other SDS capstone projects.

These presentations have been tentatively scheduled for the following dates:

**December 2020**

**April 2021**

d. At the end of the academic year, UVA will collect Sponsor, Student and Capstone Advisor feedback on the Project and process. This information may be used by UVA to improve the SDS capstone program.

***2.*** ***Responsibilities of Sponsor:***

a. Sponsor will Pay UVA the fixed amount of **$15,000** to perform the Project. Sponsor is not entitled to any refund of funds not spent if all Project Deliverables have been provided. Upon execution of this Agreement, UVA will issue an invoice to Sponsor for the total fixed amount. Invoices will be sent via e-mail to Sponsor at [ Insert Sponsor’s representative’s name and email address]. Checks will be made payable to the Rector and Visitors of the University of Virginia and mailed to: Office of Sponsored Programs, P.O. Box 400195, Charlottesville, Virginia 22904-4195.

b. Sponsor will provide an accessible point of contact that will serve as the liaison for the Project (“Sponsor Liaison”) and will communicate with the Capstone Advisor(s) and Students as the Project progresses.

**Sponsor Liaison name:**

**Telephone number:**

**Email address:**

c. Sponsor will facilitate a meeting between the Sponsor Liaison the Students at least twice each semester (including an initial kickoff meeting). The Sponsor is encouraged to meet with the Students frequently but at least twice a semester is required to make sure the Students continue to make sufficient progress.

d. Sponsor will provide: i) any necessary domain expert upon discussion with UVA’s Capstone Advisor; ii) the data and information necessary to complete the Project to the Students and Capstone Advisor(s); and iii) feedback on the capstone program to the SDS via the survey to be distributed at the end of the academic term.

***3.* *Intellectual Property, Non-Disclosure, and Publication***

a. “Intellectual Property” or “IP” is defined in the Student Agreement if such an agreement is required by the Sponsor.

b. Sponsor acknowledges that Students are not employees of UVA, that no UVA employees will directly work on the Project (except in an advisory capacity to the Students as described above), and that no significant use of UVA resources (as defined in Addendum B) is required to conduct the Project. Accordingly, pursuant to UVA IP guidelines governing student capstones (See addendum B), Students will own all IP created by the Students in conduct of the Project and any Sponsor rights to such IP will be addressed between Sponsor and the Students in a separate written agreement (“Student Agreement”). Capstone Advisors will not conduct the Project and only participate in the Project in an advisory role.

b. This Agreement does not affect the ownership of any pre-existing Intellectual Property or any other information, techniques, data, results, design, technology, materials, inventions or software that are and/or were generated outside of the Project by either Party.

c. Subject to any Sponsor Confidential Information obligations herein, Sponsor hereby grants UVA a limited, non-transferable right to use the Project and Project Deliverables for educational, non-commercial purposes, including, but not limited to, linking to a summary of the Project and the Students’ published paper at https://datascience.virginia.edu/projects/capstone.

d. To the extent necessary for the Sponsor to disclose technical information to the Capstone Advisors that Sponsor considers proprietary (“Sponsor Confidential Information”) the UVA agrees that during and for three (3) years following termination of this Agreement, UVA shall (i) maintain such Sponsor Confidential Information as confidential, (ii) not disclose same to third parties without the prior written consent of Sponsor, and (iii) not use same except as authorized by Sponsor in connection with the Project; provided, however, Sponsor Confidential Information shall not include any information which:

* Is rightfully and legally made available to UVA from sources other than Sponsor,
* Is not identified as Confidential Information in writing and appropriately marked at the time it is disclosed by Sponsor;
* Is already known to UVA at the time it is disclosed by Sponsor;
* Is known to a third party without breach of this Agreement by UVA;
* Is approved for release by written authorization of Sponsor;
* Is developed independently by UVA without the aid or benefit of Confidential Information disclosed by Sponsor; or

Is required by law, regulation, subpoena or government or judicial order to be disclosed.

Upon the Sponsor’s written request, UVA agrees to return or destroy, at the Sponsor’s option, all Sponsor Confidential Information supplied to it pursuant to this Agreement except that UVA may retain a copy of such Sponsor Confidential Information for legal compliance purposes, and not be required to destroy electronic copies created during automatic system backup. The confidentiality obligations upon UVA will survive the termination or expiration of this Agreement for a period of three (3) years.

1. UVA may publish papers dealing with the results of the Project under this Agreement, except that such publications will not disclose any of Sponsor Confidential Information without the written consent of Sponsor. UVA shall submit for Sponsor’s review any proposed publication resulting from the Project conducted under this Agreement thirty (30) days prior to submission for publication. UVA, on request of Sponsor, shall delete any Sponsor Confidential Information from the proposed publication. UVA shall give appropriate recognition to the support received from Sponsor in accordance with academic standards. Sponsor shall include similar provisions permitting Students to publish papers dealing with the results of the Project in any agreements between Sponsor and Students.

**4. *Miscellaneous***

a. **Use of Name**. Either Party may use the name, trademark, logo, symbol, or other image or trade name of the other Party in web and print communications for non-commercial educational, documentary, and promotional purposes. Such communication is limited to content related to this project or the capstone program in general.

b. **Export Control/Classified Information**. No disclosure or transfer of information, software, source code, equipment or materials identified on a US export control list (“Export Control-Listed Material”), such as the Commerce Control List at 15 CFR 774 and the US Munitions List at 22 CFR 121, is planned under this Agreement. In addition, no disclosure of any information which is subject to a security classification (“Classified Information”) is planned under this Agreement. Neither Export Control-Listed Material nor Classified Information will be disclosed or transferred without prior written amendment of this Agreement.

c. **Governing Law**. This Agreement is made under, and will be construed in accordance with, the laws of the Commonwealth of Virginia, and any dispute arising from this Agreement will be adjudicated in the Commonwealth of Virginia. Nothing contained herein will be deemed an express or implied waiver of the sovereign immunity of UVA or the Commonwealth of Virginia.

d. **Term and Termination**. This Agreement will expire at the earlier of the completion of the Project and one (1) year from the Effective Date. This Agreement may be terminated prior to the expiration of the Project or one-year term if either Party gives the other Party written notice of termination. Upon termination prior to completion of the Research, Sponsor will be responsible for payment of all costs incurred by UVA in the performance of the Agreement prior to termination, and for University’s reasonable non-cancelable commitments, not to exceed the total amount authorized under this Agreement.

e. **Notice**. Any notice required to be given under this Agreement will be deemed made upon proof of receipt or rejection if given by registered or certified mail, postage prepaid, or nationally-recognized overnight courier to the address given above or to such other address as may hereafter be specified by either Party in writing.

f. **Integration/ Modification**. This Agreement constitutes the entire agreement between the Parties concerning the subject matter, and supersedes all other or prior agreements or understandings, whether written or oral, with respect to that subject matter. Any changes to this Agreement requires mutual, written agreement of the Parties.

g. **No Warranties.** Neither Party makes any representations and extends any warranties of any kind, either express or implied with regard to the Project.

h. **Conflict**. In the event of any conflict between the terms of this Agreement and any addendum, the terms of this Agreement will prevail.

i. **Entire Agreement**. The Agreement, including any Schedules and Exhibits referenced herein and attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior correspondence, discussions, agreements, and understandings entered into between the Parties, whether written or oral, with respect to such subject matter.

 **[External Organization]**

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Contact Person Date

Title

**The Rector and Visitors of the University of Virginia**

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Stewart P. Craig Date

Executive Director Office of Sponsored Programs

# Addendum A: Project Description

**Problem Description:**

**Main Objectives:**

**Data and Methodology:**

**Meetings:**

Sponsor liaisons will meet as needed with students and faculty mentors no less than once per month during the project period. Unless otherwise noted, capstone seminars meet Mondays from 10-12.

**Student Restrictions:**

* 18 years of age
* Students will sign the **Student Agreement** and, if required, **Addendum C: Standard Student UVA Non-Disclosure Agreement** attached hereto.

# Addendum B: University of Virginia Intellectual Property Policy related to Student Capstones

## Student Intellectual Property

## Ownership of Inventions and Works Created at UVA

In general, students own the intellectual property associated with work or inventions they create in a course as a condition of completing course requirements, except intellectual property created by students under the following circumstances:

● the work or invention is created through significant use of University resources including sponsored research funds. (Routine use of University library holdings in an individual student’s research is not considered “significant use”);

● the work or invention is created within the scope of a student’s employment (including as a graduate student worker or research assistant) with UVA; or

● the student voluntarily waives his/her intellectual property rights to a third party outside the University in order to collaborate with that third party as part of a course project approved by the course instructor such as a capstone project.

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# Addendum C: Standard Student UVA Non-Disclosure Agreement

1. A Party disclosing Confidential Information (as defined below) is referred to as the “Disclosing Party” and a Party receiving Confidential Information is referred to as the “Receiving Party”.

2. “**Confidential Information**” means proprietary or sensitive information of any kind which is disclosed by the Disclosing Party or its designee to the Receiving Party related to the Purpose which:

a) by appropriate marking is identified as proprietary or confidential at the time of disclosure; or

b) if disclosed orally is identified in a marked writing within thirty (30) days as being confidential.

The Disclosing Party will make reasonable efforts to mark Confidential Information as stated in a) and b) above. However, to the extent such marking is not practicable, then in the absence of written markings, information disclosed (written or oral) that a reasonable person in the field would consider to be confidential or proprietary from the context or circumstances of disclosure will be deemed as such.

3. **Use and Non-Disclosure**. The Receiving Party agrees to use reasonable efforts to protect Disclosing Party’s Confidential Information, to use Confidential Information received from the Disclosing Party solely as permitted by this Agreement, to make the Disclosing Party’s Confidential Information available only to those personnel who require access to it for the Purpose, and to inform such personnel of the confidential nature of such information and the obligations of confidentiality to which they are bound under this Agreement.

4. **Exceptions**. The obligation of nondisclosure does not apply to any information that:

a) is public knowledge at the time of disclosure or becomes public knowledge thereafter through no breach of this Agreement by the Receiving Party;

b) is disclosed to the Receiving Party by a third party permitted to disclose such information without known obligation of confidentiality;

c) is already known or is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information;

d) is released with the prior written consent of the Disclosing Party.

The Receiving Party may disclose Confidential Information as required by law, regulation, subpoena or government or judicial order to be disclosed, provided that, to the extent permitted by applicable law, the Receiving Party gives prompt advance notice to the Disclosing Party of such compelled disclosure and cooperates reasonably with the Disclosing Party in seeking to limit any compelled disclosure.

5. **No Further Rights**. No license or other right is created or granted hereby, except the specific right to use the Confidential Information for the Purpose.

6. **Return or Destruction**. Upon the Disclosing Party's written request, the Receiving Party agrees to return or destroy, at the Disclosing Party’s option, all Confidential Information supplied to it by the Disclosing Party pursuant to this Agreement except that the Receiving Party may retain a copy of such Confidential Information for legal compliance purposes, and will not be required to destroy electronic copies created during automatic system backup. The confidentiality obligations upon the Receiving Party will survive the termination or expiration of this Agreement for a period of three (3) years.

7. **Publication**. Students may publish papers dealing with the results of the Project, except that such publications will not disclose any of Sponsor’s Confidential Information without the written consent of Sponsor. Students will submit for Sponsor’s review any proposed publication resulting from the Project thirty (30) days prior to submission for publication. Students on request of Sponsor, will delete any Confidential Information (as that term is defined in the Confidential Disclosure Agreement attached in Addendum C) from the proposed publication. UVA Students will give appropriate recognition to the support received from Sponsor in accordance with academic standards.