



Student Contractor Agreement

This Student Contractor Agreement (“Agreement”) is made as of [date] (the “Effective Date”) by and between the Augmented Reality for Enterprise Alliance (“AREA”), a Program of the Object Management Group, a 501(C) 6 Delaware corporation with its principal place of business at 9C Medway Road, PMB 274 Milford, MA 01757 USA (“OMG”), and {Name} and {Address} and University {Name of University}

Background

The AREA desires to engage a Student who are conducting research pertaining to use of AR in the workplace.

Agreement

In consideration of the mutual covenants and conditions set forth herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. The Engagement:

1.1 Performance of Services. Student shall, as defined in the student award proposal, perform research as outlined in Schedule A in a responsive, workmanlike and professional manner. The description of services in Schedule A may be prospectively amended from time to time. Student shall provide any equipment, tools, supplies or other resources he/she may require in performing Services hereunder, including Internet access. Student shall at all times observe the security, safety and other policies of the AREA.

1.2 Nature of Relationship. Student (i) shall have no authority to bind the AREA or incur any obligation or liability on the AREA’s behalf (and shall not state or imply that he/she has such authority), and (ii) shall not be entitled to participate in or otherwise benefit under any program offered by the AREA to its employees. Notwithstanding the foregoing, however, the AREA shall be entitled to withhold such amounts from any payments due Student hereunder as the AREA shall determine to be necessary to comply with any tax or other laws.

2. Term and Termination:

2.1 Term. The period of Student engagement to provide Services hereunder (the “Term”) shall begin on or before [date] and be terminated on the completion of the services described in Schedule A, and

as such Schedule may be prospectively amended from time to time. See Section 2.2 below.

2.2 Termination. Notwithstanding Section 2.1, the Term shall terminate (i) automatically upon the death, physical incapacity or mental incompetence of Student or (ii) Immediately after the delivery by either party to the other party of written notice of termination.

2.3 Effect of Termination. From and after the termination of the Term, neither party shall have any further obligation to the other hereunder other than (i) for liabilities arising before such termination, and (ii) in the case of Student, as provided in Sections 5 through 9 hereof.

3. Fees, Expenses and Payment:

3.1 Fees. Subject to Section 1.2, the AREA shall pay Student, as full and exclusive compensation due for Services rendered and obligations undertaken by Student consulting fees as specified in Schedule A, as such Schedule may be prospectively amended from time to time.

3.2 Expenses. In addition to the amounts due Student pursuant to Section 3.1, the AREA shall not reimburse Student for out-of-pocket business expenses incurred by Student in providing Services during the Term.

3.3 Payment. Student shall submit invoices to the AREA electronically for amounts due for Services hereunder on milestone dates as described in Schedule A, and as such Schedule may be prospectively amended from time to time. The AREA shall pay any amount due hereunder within [thirty (30)] days after its receipt of the invoice therefor. The AREA shall have no obligation to pay any amount shown due on any invoice, however, while it is contesting in good faith that such amount is due.

4. Student's Representations and Warranties:

Student acknowledges that the AREA does not want to receive or be provided access to information that is confidential or in any way proprietary to any other party or that, if received by the AREA, might result in the imposition of any obligation or liability upon the AREA. Accordingly, Student represents and warrants that: (i) Student has the full and unrestricted right to enter into this Agreement, render Services as provided herein, and deliver to the AREA any and all tangible and intangible results of Services rendered by Student hereunder (such tangible and intangible results, "Work Product"); (ii) Student's entering into this Agreement and rendering Services hereunder does not and will not violate any applicable law, rule or regulation, or breach or conflict with any contractual or other obligation of Student to any other party; and (iii) all Work Product when delivered will be the original work of Student or in the public domain, will be free and clear of any and all restrictions, and will not infringe any intellectual property rights of any other party.

5. Confidentiality:

5.1 Confidential Information. Student understands that the AREA and the student jointly possesses and will continue to jointly possess information that has been created, discovered or developed by (or that has otherwise become known to) the AREA or in which property rights have been jointly assigned (including, without limitation, information created, discovered or developed by Student or made known to the AREA by Student in the course of Student's engagement hereunder), and that is treated by the AREA and Student as confidential or proprietary. All such information is hereinafter called "Confidential Information." By way of illustration but not limitation, Confidential Information includes

processes, formulas, data, computer programs, software and documentation, knowhow, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies, new products, marketing plans, forecasts, unpublished financial statements, business forms, contract forms, report formats, budgets, projections, licenses, prices, costs and lists of customers, clients, suppliers and employees, and any other information of a similar nature not available to the public, whether oral or written, in drawings or in machine readable form, and whether or not expressly marked “Confidential” or “Proprietary.”

5.2 Certain Information Excluded. Notwithstanding Section 5.1, the term “Confidential Information” shall not include information that (i) is in the public domain as of the date of its disclosure to Student, (ii) enters the public domain after its disclosure to Student other than by disclosure in violation of this Agreement, (iii) was within Student’s possession prior to being furnished to Student by the AREA, as shown by written records, (iv) becomes available to Student on a non-confidential basis without breach of any confidentiality obligation to the AREA, or (v) was independently developed by Student without reference to the information provided by the AREA, as shown by written records.

5.3 Property of the AREA and Student. Student agrees that all Confidential Information shall be the joint property of the AREA and Student, and that the AREA and Student shall be the joint owner of all patents, copyrights, and other rights in connection therewith.

5.4 Nondisclosure. Subject to Section 5.5, Student (i) shall not disclose Confidential Information except to his/her employees or agents who are legally bound to comply with his/her obligations under this Agreement or to individuals or entities who are approved in advance by the AREA, and then only to the extent necessary to achieve the purposes of this Agreement, (ii) shall not use Confidential Information except in connection with the provision of Services hereunder, and (iii) shall use at least the same degree of care to safeguard Confidential Information that he/she uses to protect his/her own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances. These obligations will continue in effect after the termination of the Term.

5.5 Permitted Disclosure. Notwithstanding Section 5.4, Student may disclose any Confidential Information that is required to be disclosed by law, government regulation or court order. If disclosure is required, Student shall give the AREA advance notice so that the AREA may seek a protective order or take other action in light of the circumstances.

5.6 Obligations to Third Parties. Student acknowledges that the AREA may now or hereafter be subject to non-disclosure and confidentiality agreements with third parties pursuant to which the AREA must protect or refrain from using proprietary information that is the property of such third parties. Student agrees that he/she shall safeguard the confidentiality of such information as required by any such agreements that are made known to him/her by the AREA.

5.7 Return to the AREA. Upon the termination of the Term or at such other time as the AREA may request, Student shall promptly return to the AREA all materials, in whatever medium of expression, containing Confidential Information or proprietary information of third parties, and destroy all electronic embodiments of Confidential Information.

6. Inventions:

6.1 Disclosure to the AREA.

Student shall promptly disclose to the AREA (or any persons designated by the AREA) all processes, formulas, data, computer programs, software and documentation, knowhow, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies and new products, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or

learned by him/her, either alone or jointly with others, in the course of providing Services hereunder that are related to or useful in the business of the AREA, result from assignments to him/her by the AREA, or result from the use of premises owned, leased, or contracted for by the AREA(all such processes, formulas, data, computer programs, software and documentation, knowhow, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies and new products are hereinafter referred to as "Inventions").

6.2 Property of the AREA. Student agrees that all Inventions (including content) shall be the joint property of the AREA and the Student, that the AREA and Student shall be the joint owner of all patents, copyrights, and other rights in connection therewith, and that all tangible Work Product will be deemed a work made for hire jointly owned by the AREA and Student under United States copyright laws. Student agrees as to all such Inventions to assist the AREA in every proper way reasonably requested by the AREA(but at the AREA's expense), to obtain and from time to time enforce patents, copyrights, and other rights and protections relating to said Inventions in any and all countries, and to that end Student shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protections on and enforcing such Inventions, as the AREA may reasonably request, together with any assignments thereof to the AREA or persons designated by it. Student's obligation to assist the AREA in obtaining and enforcing patents, copyrights, and other rights and protections relating to such Inventions in any and all countries shall continue beyond the termination of the Term, but the AREA shall compensate Student at a reasonable rate for time actually spent by Student (other than as part of the Services) at the AREA's request on such assistance. In the event the AREA is unable, after reasonable effort, to secure Student's signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right of protection relating to an Invention, for any reason whatsoever, Student hereby irrevocably designates and appoints the AREA and its duly authorized officers and agents as his/her agent and attorney in fact, to act for and in his/her behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by him/her.

7. Non-disparagement:

Each party agrees not to make any disparaging, defamatory, or untruthful remarks about or concerning the other party, its officers, directors, employees or agents, whether acting in their individual or representative capacity. Disparaging remarks include, without limitation, those that may adversely affect the reputation of, or good will towards either party. Nothing in this Paragraph shall in any way limit the ability of Student or the AREA or its officers, directors, employees or agents to respond to or cooperate with any government inquiry or investigation or to give truthful testimony as required by law.

8. Indemnification:

Student shall defend, indemnify and hold harmless the AREA and its affiliates, subsidiaries, officers, directors, stockholders, employees, agents, successors and assigns (the "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, suits, actions, government procedures and costs (including, without limitation, associated legal and accounting fees) they incur arising from Student's (or any of Student's employees', agents' or independent Students') (i) unauthorized use, or violation, of the AREA's or any third party's intellectual property rights, (ii) failure to comply with applicable laws or regulations, (iii) failure to report all fees paid hereunder as income, (iv) failure to pay any debt, obligation or liability (except to the extent the AREA would have been required to reimburse Student for such debt, obligation or liability hereunder), (v) unauthorized acts or omissions or (vi) negligent or willful acts or omissions.

9. Limitation of Liability:

Notwithstanding any other provision of this agreement, neither party shall be liable for special, indirect, incidental, or consequential damages, including, without limitation, damages resulting from delay of delivery or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages.

10. Notices:

All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by certified or registered mail, return receipt requested, five (5) days after the date of mailing. Notices from the AREA to Student shall be sent to the attention of Student at the address set forth for Student on the first page of this Agreement. Notices from Student to the AREA shall be sent to the attention of Executive Director at the address set forth on the first page of this Agreement. Either party may change its address for notices by giving notice to the other party pursuant to this Section.

11. Miscellaneous:

This Agreement, together with any attachments, contains the entire understanding of the parties regarding the matters contained herein and supersedes all prior agreements and understandings, written or oral, between the parties regarding the same. Any waiver, amendment or modification of this Agreement will not be effective unless contained in a writing signed by the party or parties to be bound. This Agreement may not be assigned by Student without the AREA's prior written consent and shall be binding upon the parties' successors, legal representatives and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be revised so that it applies to the maximum extent permitted by law, and such invalidity or unenforceability shall not prevent enforcement of any other provision of the Agreement. All disputes under this Agreement must be adjudicated in the federal or state courts located in Massachusetts, in which jurisdiction and venue is hereby deemed proper. This Agreement shall be governed by and construed in accordance with the laws of Massachusetts without regard to its conflicts of laws rules.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

The AREA

Student

By:

By:

Name: Mark Sage

Name:

Title: Executive Director

Title:

[SCHEDULE A]

Rate & Scope of Work

Title of the project

{to be completed by Student}

Abstract (50 words)

{to be completed by Student}

Rate

- Fee (including VAT): US\$5,000.00
 - 50% paid after the signing of this Agreement.
 - 50% paid after the successful completion of the work.

Problem or challenge the project seeks to address

{to be completed by Student}

Research methodology

{to be completed by Student}

Hypotheses (as appropriate)

{to be completed by Student}

Anticipated analysis

{to be completed by Student}

Relevance or benefits to the AREA/connection to the Research Agenda topic(s)

{to be completed by Student}

Risks/dependencies

{to be completed by Student}

Faculty supervisor name and contact information

{to be completed by Student}

How you plan to use the funds if you are selected

{to be completed by Student}

Any support or inputs the project might seek from the AREA

{to be completed by Student}

Assumptions

To complete this project, the following assumptions have been made.

The AREA will not pay VAT for services delivered in this project

None of the data or products associated with this project are export controlled nor are they subject to any export controls or associated regulations.