

**MASTER AGREEMENT FOR FUQUA
CLIENT CONSULTING PRACTICUM PROJECTS**

BETWEEN

**DUKE UNIVERSITY
(ON BEHALF OF ITS FUQUA SCHOOL OF BUSINESS)**

AND

This master agreement (“**Master Agreement**”), with an effective date of **[INSERT DATE]** (“**Effective Date**”) is by and between Duke University, on behalf of its Fuqua School of Business (“**Duke**” or “**Fuqua**”) and **[INSERT LEGAL NAME]** (“**Organization**”). In this Agreement, Duke/Fuqua and Organization are each a “**Party**” and are collectively the “**Parties**”.

WHEREAS, Fuqua offers an education program leading to a degree in Master of Management Studies (“**MMS**”) and a degree in Master of Business Administration (“**MBA**”); and

WHEREAS, Fuqua allows students in the MMS and MBA programs to enroll in the Fuqua Client Consulting Practicum (“**FCCP**”), a Fuqua course for credit that provides Students in the FCCP (“**FCCP Students**”) the opportunity to apply their academic instruction in a real-world setting; and

WHEREAS, as part of the FCCP, FCCP Students undertake a 6, 12 or 16-week project during which teams of FCCP Students, guided by Fuqua faculty members, can use domain-specific tools learned during their MMS or MBA program in complex real-world environment (the “**FCCP Project**”); and

WHEREAS, companies, such as Organization, support FCCP Students in carrying out FCCP Projects pursuant to agreements between Duke and a company under which the company permits FCCP Students to assess an agreed-upon element of a company’s operation (“**FCCP Project Focus Area**”) using: (1) data that the company owns or has a right to share with FCCP Students, such as financial statements and business plans (collectively, “**Business Data**”), and (2) data that is generated by FCCP Students through conducting interviews or direct observation of the company operations, employees, agents, vendors and others with knowledge of the FCCP Project Focus Area, but only to the extent such interviews and observations are authorized by the company or a relevant third party (“**Observation/Interview Data**”)(“**Business Data**” and “**Observation/Interview Data**” are collectively referred to herein as “**Data**”); and

WHEREAS, as part of the FCCP, FCCP Students use a company Data, together with tools learned during their MMS or MBA Program, to produce and deliver to the company, for no charge, written reports (each, an “**FCCP Project Report**”) and presentations (each, an “**FCCP Project Presentation**”) (collectively, “**FCCP Project Deliverables**”) which contain no-warranty assessments and recommendations for improvement in the FCCP Project Focus Area; and

WHEREAS, as part of the FCCP, FCCP Students provide Fuqua faculty and staff (collectively, “**Duke Personnel**”) access to company Data to obtain the academic support while carrying out the FCCP Project, which support might be directly or indirectly reflected in FCCP Project Deliverables that are prepared by FCCP Students and delivered to the company; and

WHEREAS, a company which supports FCCP Students with their FCCP Project can benefit from the no-warranty assessments and recommendations for improvement in the FCCP Project Focus Area which are contained in the FCCP Project Deliverables that are prepared by FCCP Students and delivered to the company; and

WHEREAS, Fuqua incurs specific costs to develop, administer and support FCCP that go beyond the costs for Fuqua to provide its standard courses, which costs are covered by student tuition and course material fees charged to students, and Fuqua has determined that it is appropriate to ask companies that support FCCP Students with their FCCP Project, instead of the FCCP Students, to pay an administrative fee to help defray some of the FCCP-specific costs (“**Administrative Fee**”) because companies might benefit from FCCP Project Deliverables; and

WHEREAS, when Fuqua and a company enter into an agreement that the company will support FCCP Students in carrying out their FCCP project, the agreement which Fuqua and a company enter into will set forth details of the FCCP Project, including without limit:

1. The FCCP Project Focus Area.
2. The company Data – Business and Observation/Interview.
3. The company Data which is subject to the Confidentiality set forth herein in Section 5.
4. How the company will provide access to company Data for FCCP Students and Duke Personnel.
5. The Project Deliverables that FCCP Students will produce and deliver to the company.
 - The FCCP Project Report(s) are FCCP Project Deliverables.
 - Duke will academically assess FCCP Project Deliverables for purposes of evaluating FCCP Student performances and issuing them grades for the FCCP course.
6. The FCCP Project Presentation(s) that FCCP Students will deliver to a company
 - An FCCP Project Presentation may include written materials which shall be considered FCCP Project Deliverables.
 - If an FCCP Project Presentation is recorded, the recordings shall be considered FCCP Project Deliverables.

7. Identify Duke Personnel who will support FCCP Students in carrying out their FCCP Project, and any Pre-Existing IP (defined below in Section 4) that Duke Personnel might contribute to the FCCP Project Deliverables

NOW, THEREFORE, for consideration that Fuqua and Organization agree is valuable and legally sufficient, the Parties agree as follows:

1. FCCP Project Agreements

Serving in the role that a company is described as having in the WHEREAS Clauses, Organization hereby agrees to support FCCP Students in carrying out an FCCP Project on a case-by-case basis, each such instance to be agreed upon using the FCCP Project Agreement Template attached hereto as Annex 1. The terms of this Master Agreement are explicitly incorporated into each such FCCP Project Agreement.

At all times during the Term of an FCCP Project Agreement, Fuqua and Organization, and FCCP Students and Organization, will operate independent of each other, and not as part of a joint undertaking. FCCP Students are not employees or agents of Organization or Fuqua, and in no event will one Party's employees, officers, agents or students be deemed an employee or agent of the other Party.

2. Organization Data

As set forth in the FCCP Project Agreement, Organization will provide FCCP Students with access to Organization Data. Organization warrants that:

- Organization either owns the Business Data or is lawfully permitted to share the Business Data.
- By providing or permitting FCCP Students to generate Data, Organization will not infringe upon anyone's intellectual property rights, including without limitation copyright, trademark, trade secret, contractual or any other rights of any third parties.
- The company Data is not subject to U.S. export laws and regulations (including the Arms Export Control Act, as amended, the Export Administration Regulations (EAR) as codified in 15 Code of Federal Regulations, and Office of Foreign Assets Control Regulations).
- The individuals who Organization authorizes FCCP Students to observe and/or interview to collect Observation/Interview Data will be informed in writing about the purpose of the observation and/or interview using language that is agreed upon between the FCCP Students and Organization, and will be given the opportunity by the Organization to accept or decline to participate in writing (or FCCP Students will give the individuals the opportunity to accept or decline in writing if Organization and FCCP Students agree that FCCP Students will do so, and Organization authorizes FCCP Students to do so in writing).
- Where Organization authorizes FCCP Students to observe or interview individuals who are Organization employees or Agents, Organization will authorize the

individuals in writing to share information with FCCP Students without restriction (but subject to the Confidentiality Agreement contained herein)

- Organization will own the Observation/Interview Data which FCCP Students collect on behalf of Organization.

For FCCP Students to prepare the FCCP Project Deliverables, Organization hereby provides to FCCP Students, Duke and Duke Personnel a non-exclusive royalty free license, to use, reproduce, distribute, and display Organization Data, and additionally, to prepare derivative works based on Organization Data. Other than this license, Organization does not grant any express or implied right or license to FCCP Students, Duke, to Duke Personnel.

3. Data Storage and Access Rights

In the manner set forth in an FCCP Project Agreement, Organization will provide FCCP Students and Duke Personnel, at no cost, access to Organization Data, which may include providing access to computer systems or databases, including without limit, by establishing Organization accounts for FCCP Students and Duke Personnel. Organization warrants that the computer systems on which Organization Data is stored and accessed have adequate technical, procedural, and physical safeguards necessary to maintain the integrity and confidentiality (if applicable) of the Company Data.

4. Ownership of FCCP Project Report(s) and FCCP Project Presentation(s)

Organization shall own the copyrights in FCCP Project Deliverables. As necessary, FCCP Students, Duke, or Duke Personnel shall perform all actions reasonably requested by Organization (whether during or after the FCCP Project) to establish and confirm Organization's ownership of copyrights in FCCP Project Deliverables.

As noted above, Duke and Duke Personnel will provide support to FCCP Students in their preparation and delivery of FCCP Project Deliverables that are prepared by FCCP Students and delivered to Organization, which support might be directly or indirectly reflected in FCCP Project Deliverables. In doing so, FCCP Students, Duke and Duke Personnel shall not, and this Master Agreement shall not be construed to provide that, there has been a transfer of ownership over pre-existing intellectual property ("**Pre-Existing IP**"), including copyright, patents, trade secrets, know-how, inventions, creations, designs, methods, software, techniques, processes, and other intellectual property and technical information. Pre-Existing IP means all intellectual property owned by a legal entity such as Duke, or a person such as Duke Personnel, the ownership of which either (i) pre-dates the Effective Date, or (ii) arises exclusively as a result of independent development by such legal entity or other person and not as a result of the performance of this Master Agreement or of such legal entity's or other person's exposure to any Confidential Data or other intellectual property of the Organization. Additionally, this Master Agreement does not transfer any intellectual property rights from third parties, which may be incorporated by the FCCP Students into the FCCP Project Deliverables.

5. Data Confidentiality Obligations

A. Confidential Data and Confidentiality Obligations

Organization may designate Organization Data it provides access to or authorizes the generation of under a FCCP Project Agreement as confidential (hereinafter “**Confidential Data**”) in an FCCP Project Agreement, except where not permitted to do so under Section 5.B of this Master Agreement. The Parties agree that any data not designated as Confidential Data in the FCCP Project Agreement will not be subject to Confidentiality Obligations set forth below. In the event Organization properly designates Organization Data as Confidential Data in an FCCP Project Agreement, the Organization and Duke shall (A) take customary and reasonable steps to maintain Confidential Data as confidential, (B) require FCCP students to do so, and (C) assist FCCP students in doing so (“**Confidentiality Obligations**”), except where disclosure is permitted under Section 5.C of this Master Agreement.

B. Limits on Confidential Data Designation

Organization may only designate Organization Data as Confidential Data for Organization Data which Organization takes customary and reasonable steps to maintain as confidential.

The following Data will not be considered Confidential Data:

- Data that was lawfully in the possession of an FCCP Student, Duke or Duke Personnel before receipt from Organization
- Data that is or becomes publicly available through no fault of an FCCP Student, Duke or Duke Personnel
- Data which is received by an FCCP Student, Duke, or Duke Personnel without restriction as to further disclosure, from a third-party having apparent authority to disclose the information to an FCCP Student, Duke, or Duke Personnel
- Data which is independently developed by an FCCP Student, Duke or Duke Personnel without use of Confidential Data.

C. Confidentiality Obligations – Exclusions or Limitations

The Confidentiality Obligations in this Master Agreement and any FCCP Project Agreement shall not, and shall not be construed to, limit the Parties’ rights to use for any purpose the residuals resulting from access to or work with the Organization’s Confidential Data, provided that neither Party shall disclose any Confidential Data except as expressly permitted pursuant to the terms of this Master Agreement or a FCCP Project Agreement. The term “residuals” means information in intangible form, which is retained in the memory of persons who have had access to the Confidential Data in accordance with this Master Agreement and an FCCP Project Agreement, including ideas, concepts, know-how, or techniques contained therein.

The Confidentiality Obligations in this Master Agreement and any FCCP Project Agreement shall not, and shall not be construed to, prohibit or prevent an FCCP Student, Duke, or Duke Personnel from disclosing Confidential Data to the extent required by law or any order or decree of any court or governmental body or agency, provided that in connection with any such

disclosure, an FCCP Student, Duke, or Duke Personnel shall (where not prohibited by law) give Organization notice prior to such disclosure.

D. Confidential Data – Retention

Upon completion of an FCCP Project, if requested by the Organization, Duke and FCCP Students shall take all reasonable efforts to destroy all electronic, digital, and tangible manifestations of all Confidential Data in their possession, except that Duke may retain one copy of Confidential Data to support academic credit issued to FCCP Students for carrying out the FCCP Project, and for legal or compliance purposes (if applicable), as to which the Confidentiality Obligations set forth herein will continue in effect.

6. Use of Names Restrictions

Duke or Organization shall not use the other Party’s name, or any logos, seals, insignia or other words, names, symbols or devices (collectively, “**Logos**”) unless authorized herein or expressly agreed to in writing by the other Party. No FCCP Student shall use the name or Logos of Duke or Organization, unless authorized herein or expressly agreed to in writing by Duke or Organization (as applicable).

Duke/Fuqua, Duke Personnel, Organization and FCCP Students may use, in writing or online, the name of Duke/Fuqua, Duke Personnel, Organization and FCCP Student (as applicable), and Logos of Duke or Organization as follows:

- For non-commercial and university education reasons
- On social media, blogs, newsletters, or similar online or paper publications
- To identify the existence and general nature of an FCCP Project and to accurately describe the roles of Duke, Duke Personnel, Organization and FCCP Students in connection with the FCCP Project.
- Uses of Duke/Fuqua names or logos must comply with the Duke Trademark Licensing Policy as it now exists or is hereafter amended
- Duke, Organization and FCCP Students shall state that the involvement of Duke/Fuqua and Duke Personnel is limited to that of an educational experience and its faculty members or staff providing education to FCCP Students, and shall not state or imply that each of Duke/Fuqua or Duke Personnel are the author of, or endorse, any FCCP Project Deliverables.

If Duke, Duke Personnel, Organization and FCCP Students would like to use the name of Duke/Fuqua, Duke Personnel, Organization and FCCP Student, or Logos of Duke or Organization for any purpose or in any manner other than as provided for in this Master Agreement, the party seeking to do so shall seek and obtain written authorization to do so from the relevant party or parties.

7. FCCP Student Obligations

As a condition of participating in the FCCP, Fuqua will require each FCCP Student to countersign a letter from Fuqua, copied to an authorized representative of Organization, which attaches the FCCP Project Agreement (and this Master Agreement which is incorporated into it). The Fuqua letter will require the FCCP Student to carefully read the attached FCCP agreement and seek guidance on what it requires of the FCCP Student if the Student is not clear. The recital before the place where the FCCP Student is required to sign will state as follows:

“By signing this letter, I acknowledge receipt of the attached FCCP Agreement (and the Master FCCP Agreement which is incorporated into it), that I have had the opportunity to review the agreements and ask questions about what they require of me, that I understand the obligations in the agreements that are relevant to my participation in the FCCP Project, and that I agree to comply with those obligations.”

After the FCCP Student signs, Duke will email a copy of the signed letter, with a copy to an authorized representative to Organization.

8. No Warranty

Notwithstanding anything in this Agreement to the contrary, FCCP Students, Duke, and Duke Personnel make no representations or warranties of any kind, express or implied, concerning FCCP Project Deliverables, the results and outcomes of the FCCP Project, and use of any intellectual property, including but not limited to, representations and warranties as to non-infringement, merchantability and fitness for any particular purpose.

9. Liability

Organization hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE 1) DUKE or its trustees, officers, employees or agents, 2) FCCP Students, and 3) Duke Personnel (each, an “**Indemnified Party**”) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury or harm of any sort, including death or imprisonment, that may be sustained by Organization or its trustees, officers, employees or agents as a result of this Master Agreement or any FCCP Project Agreement, except where the claims arise from a good faith claim by Organization that an Indemnified Party has been grossly negligent or willful in the acts or omissions which form the basis of the claim(s).

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

FCCP Students, Duke, and Duke Personnel shall not be liable for any direct, indirect, incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by Organization in connection the FCCP Project Deliverables, results, or outcomes of the FCCP Project, or any related intellectual property, including, but not limited to, any use or commercialization thereof.

10. Indemnification

Duke shall defend, indemnify and hold harmless Organization and its affiliates and, respectively, their officers, directors, employees, agents, successors and assigns from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses (collectively, "**Losses**") based on, arising out of, or otherwise caused by (A) Duke's breach of its obligations under an FCCP Project Agreement regarding Confidential Data or (B) Duke's gross negligence or willful misconduct.

Organization shall defend, indemnify and hold harmless Duke, its officers, directors, employees, students, agents, successors and assigns from and against all Losses based on, arising out of, or otherwise caused by (A) Organization's breach of its obligations under an FCCP Project Agreement, (B) Organization's alleged infringement of a third party's data or information, (C) Organization's use of FCCP Project Deliverables, or the results or the outcomes of an FCCP Project, including related intellectual property, or (D) Organization's gross negligence or willful misconduct.

11. Insurance

Organization shall maintain in force at its sole expense, with reputable insurance companies, insurance of a type and in an amount reasonably sufficient to protect against liability as follows:

- Commercial General Liability - \$1,000,000 for each occurrence / \$2,000,000 aggregate.
- Automobile Liability - \$1,000,000 combined single limit.
- Workers' Compensation – Statutory Limits.
- Employers' Liability - \$1,000,000 for each accident.
- Excess or Umbrella Liability - \$5,000,000 for each occurrence and in the aggregate.
- Professional (E&O) Liability - \$1,000,000 for each occurrence and in the aggregate.
- Cyber Liability - \$1,000,000 for each occurrence and in the aggregate.

The foregoing coverage and limits are to be considered as minimum requirements and in no way limits liability of Organization to Duke, or any third-party. Organization's policies must be Primary as to any other valid and collectable insurance, but only to the acts of Organization, or Organization's officers, shareholders, trustees, directors, partners, members, managers, faculty, agents, representatives, servants, volunteers, students and employees. Policies shall include 30 days' notice to Duke prior to cancellation or non-renewal. A certificate of insurance with the coverage as cited above must be submitted to Duke before the start of the FCCP Project.

Organization shall promptly inform Duke of any such claims, suit or action resulting from this Master Agreement or any subsequent FCCP Project Agreement. Organization and Duke shall each assist each other in investigating such claims, suits or actions to the extent permitted by law.

The obligations of Organization under this Section 7 shall survive in perpetuity the termination or expiration of this Master Agreement for any reason.

Coverage represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of North Carolina and rated at least “A” in A.M. Best’s Key Rating Guide.

12. Dispute Resolution

This Master Agreement and each FCCP Project Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any controversy or claim arising out of or relating to this Master Agreement or an FCCP Project Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. Claims shall be heard by a single arbitrator. The place of arbitration shall be Durham, North Carolina, USA The language of the arbitration shall be English Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

13. Term and Termination

The term of this Master Agreement shall begin on the Effective Date and shall expire on the later of two years after the effective date or the end of an FCCP Project that is underway at that time (“**Term**”).

In addition, to any other remedy available at law or in equity, either party may terminate this Master Agreement with or without cause by providing at least thirty (30) days’ prior written notice to the other party. In the event of termination, Organization will permit all current FCCP Projects to be concluded in an orderly fashion by the end of the then current academic year.

Any provision of this Master Agreement or a FCCP Project Agreement which contemplates performance or observance after any termination or expiration of this Master Agreement or an FCCP Project Agreement shall continue in full force and effect, including Confidentiality Obligations herein.

14. Entire Agreement

This Master Agreement and each FCCP Project Agreement (1) represent the entire understanding between the Parties and FCCP Students with respect to the subject matter of the Agreements, and (2) supersede all contemporaneous and previous statements, representations, agreements, and understandings between the Parties and FCCP Students, however expressed, that relate to the subject matter of this Master Agreement and an FCCP Project Agreement.

The section headings used herein are for reference and convenience only and shall not be part of, or affect the meaning or interpretation of, this Master Agreement or an FCCP Project Agreement.

In the event any provision of this Master Agreement or an FCCP Project Agreement, of portion thereof, is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, any enforceable portion of the provision and the remainder of this Master

Agreement and the FCCP Project Agreement will remain in effect and the parties will request the court or arbitrator to reform the provision to a form that is valid and enforceable and reflects as closely as possible the intent of the original provision.

This Master Agreement will be executed using e-signature initiated by Duke, which will be deemed to be an original.

For Organization:

For Duke University:

[INSERT NAME, TITLE]

Mohamed Noor
Executive Vice Provost

ANNEX 1

FCCP Project Agreement

This FCCP project agreement (“**FCCP Project Agreement**” or “**Agreement**”), with an effective date of [INSERT DATE] (“**Effective Date**”) is by and between Duke University, on behalf of its Fuqua School of Business (“**Duke**” or “**Fuqua**”) and [INSERT NAME USED IN MASTER AGREEMENT] (“**Organization**”).

This Agreement expressly incorporates, in full, that certain agreement between the Parties titled “Master Agreement for Fuqua Client Consulting Practicum Projects (**Master Agreement**)” with an effective date of [INSERT DATE], including without limit, its definitions.

Subject to the terms and conditions of the Master Agreement, the Parties agree as follows:

1. The FCCP Project Focus Area
2. Data which Organization will made available to FCCP Students
 - A. Business Data
 - B. Observational/Interview Data
3. Organization Data which is subject to Confidentiality Obligations
4. Storage and Access to Organization Data + Data Security
5. FCCP Project Report(s)

Note: The standard is that FCCP Students will present an interim FCCP Project Report to a company near the middle of the FCCP Project and a Final FCCP Project Report to a company at the conclusion of the FCCP Project

6. FCCP Project Presentation(s)

Note: If this FCCP Project Agreement provides for one or more FCCP Project Presentations, it will state that the date, location and duration of the Presentation will be agreed upon between the FCCP Students and the company, each such Presentation usually not to exceed two hours in duration:

- 7. Duke Personnel
- 8. Pre-Existing IP (known at this time)

Note: As the FCCP Project progresses, Duke or Duke Personnel might identify Pre-Existing IP that is not identified in this FCCP Project Agreement when initially signed. If that occurs, Duke or Duke Personnel will notify Organization of the newly identified additional Pre-existing IP by sending an email to the Organization Point of Contact. Organization agrees the terms of the Master Agreement will apply to any Pre-Existing IP identified in this manner.

- 9. Administrative Fee (if applicable)

Organization shall pay the Administrative Fee within 30 days of the Effective Date of this Agreement.

This FCCP Project Agreement will be executed using e-signature initiated by Duke, which will be deemed to be an original.

For Organization:

For Duke University:

[INSERT NAME, TITLE]

Mohamed Noor
Executive Vice Provost