MASTER AGREEMENT FOR FUQUA CLIENT CONSULTING PRACTICUM PROJECTS

BETWEEN

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

AND

[ORGANIZATION]

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

RECITALS

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 and staff members ("Duke **Personnel**") and, in certain cases Fuqua alumni and other volunteers each of whom is subject to confidentiality restrictions (the "Fuqua Volunteers"), can use domain-specific tools learned during their MMS or MBA program in complex real-world environment (the "FCCP Project"); and

WHEREAS, Organization desires to participate in the FCCP; and

WHEREAS, Organization 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.

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

1. FCCP Project Agreements.

a. Organization shall support FCCP Students in carrying out an FCCP Project on a case-by-case basis, each such instance to be agreed in an FCCP project agreement substantially in the form attached hereto as <u>Annex 1</u> (each such agreement, an "FCCP Project Agreement"). The terms of this Master Agreement are explicitly incorporated into each such FCCP Project Agreement.

Each FCCP Project Agreement will specify an agreed-upon element of b. Organization's operation ("FCCP Project Focus Area") that the FCCP Students will assess using: (1) data that Organization owns or has a right to share with FCCP Students, such as financial statements and business plans (collectively, "Business Data") set forth in the FCCP Project Agreement, and (2) data that is generated by FCCP Students through conducting interviews or direct observation of Organization's operations, employees, agents, vendors and others with knowledge of the FCCP Project Focus Area, as set forth in the FCCP Project Agreement, and only to the extent such interviews and observations are authorized by Organization or a relevant third party ("Observation/Interview Data" and together with Business Data, collectively, "Organization Data"). As part of the FCCP Project, FCCP Students may provide Duke Personnel and Fuqua Volunteers (if applicable), access to Organization Data to obtain academic support while carrying out the FCCP Project, which support might be directly or indirectly reflected in the FCCP Project Deliverables. In addition, the FCCP Project Agreement will specify, among other things: (i) the Organization Data that is subject to the Confidentiality Obligations set forth in Section 5; (ii) how Organization will provide access to Organization Data for FCCP Students, Duke Personnel, and Fuqua Volunteers (if applicable) in accordance with Section 3; (iii) the Duke Personnel and Fuqua Volunteers (if applicable) who will support FCCP Students in carrying out the FCCP Project, and (iv) any Pre-Existing IP (defined below in Section 4) that Duke Personnel or Fuqua Volunteers (if applicable) might contribute to the FCCP Project Deliverables.

c. FCCP Students shall use Organization Data, together with tools learned during their MMS or MBA Program, to produce and deliver to Organization, for no charge, written reports (each, an "FCCP Project Report") and presentations (each, an "FCCP Project Presentation" and together with an FCCP Project Report, collectively, "FCCP Project Deliverables"), which contain no-warranty assessments and recommendations for improvement in the FCCP Project Focus Area. Duke will academically assess FCCP Project Deliverables for purposes of evaluating FCCP Student performances and issuing them grades for the FCCP course. The FCCP Project Agreement will set forth the FCCP Project Report(s) and FCCP Project Project Project Project Project Deliverables.

d. At all times during the Term of an FCCP Project Agreement, Duke 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

Duke, 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.

a. As set forth in an FCCP Project Agreement, Organization will provide FCCP Students with access to Organization Data.

b. With respect to the Organization Data, Organization warrants that:

i. Organization either owns the Business Data or is lawfully permitted to share the Business Data.

ii. By providing or permitting FCCP Students to generate Data, Organization will not infringe upon another person's intellectual property rights, including without limitation copyright, trademark, trade secret, contractual or any other rights of any third parties.

iii. The Organization 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).

iv. 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 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).

v. 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 Obligations contained herein).

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

c. For the purpose of enabling FCCP Students to prepare the FCCP Project Deliverables, Organization hereby provides to each FCCP Student, Duke, Duke Personnel and Fuqua Volunteer (if applicable) 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 any FCCP Student, Duke, Duke Personnel or Fuqua Volunteer.

3. <u>Data Storage and Access Rights</u>. In the manner set forth in an FCCP Project Agreement, Organization will provide FCCP Students, Duke Personnel, and Fuqua Volunteers (if applicable), 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, Duke Personnel, and Fuqua Volunteers (if applicable). 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 Organization Data.

4. <u>Ownership of FCCP Project Report(s) and FCCP Project Presentation(s)</u>

a. Organization shall own the copyrights in FCCP Project Deliverables. As necessary, FCCP Students, Duke, Duke Personnel, and Fuqua Volunteers (if applicable) 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 (at Organization's sole cost and expense).

b. As noted above, Duke, Duke Personnel, and Fuqua Volunteers (if applicable) will provide support to FCCP Students in their preparation and delivery of FCCP Project Deliverables, which support might be directly or indirectly reflected in FCCP Project Deliverables. In doing so, FCCP Students, Duke, Duke Personnel, and Fuqua Volunteers (if applicable) shall not, and this 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 other than Organization such as Duke, or a person such as a Duke Personnel or Fuqua Volunteer (if applicable), 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 Organization. Additionally, this Master Agreement does not transfer, and this Agreement shall not be construed to provide that there has been a transfer of, any intellectual property rights from third parties, which may be incorporated by the FCCP Students into the FCCP Project Deliverables.

c. Each party is free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance of this Master Agreement or any FCCP Project Agreement for any purpose, provided in each case such ideas, concepts, know-how, methodologies, and techniques do not incorporate the other party's Confidential Information or the Pre-Existing IP.

5. <u>Data Confidentiality Obligations</u>

a. <u>Confidential Data and Confidentiality Obligations</u>. 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 <u>Section 5(b)</u> 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, during the Term and for a period of two years thereafter: (i) take customary and reasonable steps to maintain Confidential Data as confidential, (ii) require FCCP Students to do so, and (iii) assist FCCP Students in doing so (collectively, the "**Confidentiality Obligations**"), except where disclosure is permitted under <u>Section 5(c)</u> of this Master Agreement.

b. <u>Limits on Confidential Data Designation</u>. 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 information will not be considered Confidential Data:

i. Data or information that was lawfully in the possession of an FCCP Student, Duke, Duke Personnel, or Fuqua Volunteer (if applicable) before receipt from Organization;

ii. Data or information that is or becomes publicly available through no fault of an FCCP Student, Duke, Duke Personnel, or Fuqua Volunteer (if applicable);

iii. Data or information which is received by an FCCP Student, Duke, Duke Personnel, or Fuqua Volunteer (if applicable) without restriction as to further disclosure, from a third-party having apparent authority to disclose the information to an FCCP Student, Duke, Duke Personnel or Fuqua Volunteer (if applicable); or

iv. Data or information which is independently developed by an FCCP Student, Duke, Duke Personnel, or Fuqua Volunteer (if applicable) without use of Confidential Data.

c. <u>Confidentiality Obligations – Exclusions or Limitations</u>. 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, Duke Personnel, or Fuqua Volunteer (if applicable) 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, Duke Personnel, or Fuqua Volunteer (if applicable) shall (where not prohibited by law) give Organization notice prior to such disclosure.

d. <u>Confidential Data – Retention</u>. Upon completion of an FCCP Project, if requested by Organization in writing, 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. <u>Use of Names Restrictions</u>

a.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).

b. Notwithstanding the foregoing limitations in <u>Section 6(a)</u>, Duke, Duke Personnel, Fuqua Volunteers (as applicable), and FCCP Students may use, in writing or online, the name of Duke, Fuqua, Duke Personnel, Organization, FCCP Students, or Fuqua Volunteers (if applicable), and Logos of Duke, Fuqua, or Organization as follows:

i.For non-commercial and university education reasons;

ii.On social media, blogs, newsletters, or similar online or paper publications;

iii.To identify the existence and general nature of an FCCP Project and to accurately describe the roles of Duke, Duke Personnel, Fuqua Volunteers (if applicable), Organization, and FCCP Students in connection with the FCCP Project;

iv.Uses of Organization name and logos must comply with Organization guidelines that Organization has provided in writing directly to Duke or FCCP Students;

v.Duke, FCCP Students, and Fuqua Volunteers (if applicable) shall state that the involvement of Duke, Duke Personnel and Fuqua Volunteers (if applicable) 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 any of Duke, Fuqua, Duke Personnel or Fuqua Volunteers (if applicable) are the author of, or endorse, any FCCP Project Deliverables.

c.Organization may use, in writing or online, the name of Duke, Fuqua, Duke Personnel, FCCP Students, or Fuqua Volunteers (if applicable), and Logos of Duke or Fuqua in accordance with the Duke Trademark Licensing Policy as it now exists or is hereafter amended. The current Duke Brand Guidelines can be found on the following website: <u>https://brand.duke.edu/logos/</u>. The content of this website can change. Organization shall state that the involvement of Duke, FCCP Students, Duke Personnel, and Fuqua Volunteers (if applicable) 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 any of Duke, Fuqua, Duke Personnel, or Fuqua Volunteers (if applicable) are the author of, or endorse, any FCCP Project Deliverables.

7. <u>FCCP Student Obligations</u>

a. As a condition of participating in the FCCP, Duke will require each FCCP Student to sign a letter from Duke, copied to an authorized representative of Organization, which references the applicable FCCP Project Agreement (and this Master Agreement which is incorporated into it). Such letter will require the FCCP Student to carefully read the FCCP Project 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 relevant FCCP Project Agreement (and the Master 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."

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

8. <u>No Warranty</u>. Notwithstanding anything in this Master Agreement to the contrary, FCCP Students, Duke, Duke Personnel, and Fuqua Volunteers (if applicable) 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. <u>Liability</u>

a.Organization hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE 1) DUKE or its trustees, officers, employees or agents, 2) FCCP Students, 3) Duke Personnel and, if applicable, 4) Fuqua Volunteers (each, a "**Released 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 a Released Party has been grossly negligent or willful in the acts or omissions which form the basis of the claim(s).

b. 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.

c.No Released Party shall 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

a.Organization shall defend, indemnify and hold harmless Duke, its officers, directors, employees, students, 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 (i) Organization's breach of its representations or obligations under an FCCP Project Agreement (inclusive of this Master Agreement which has been expressly incorporated herein), (ii) Organization's alleged infringement of a third party's data or information, (iii) Organization's use of FCCP Project Deliverables, or the results or the outcomes of an FCCP Project, including related intellectual property, or (iv) Organization's gross negligence or willful misconduct.

b. 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 third party Losses based on, arising out of, or otherwise caused by (i) Duke's breach of its obligations under an FCCP Project Agreement regarding Confidential Data or (ii) Duke's gross negligence or willful misconduct.

11. Insurance

a. 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:

i.Commercial General Liability - \$1,000,000 for each occurrence / \$2,000,000 aggregate.

ii.Automobile Liability - \$1,000,000 combined single limit.

iii.Workers' Compensation - Statutory Limits.

iv.Employers' Liability - \$1,000,000 for each accident.

v.Excess or Umbrella Liability - \$5,000,000 for each occurrence and in the aggregate.

vi.Professional (E&O) Liability - \$1,000,000 for each occurrence and in the aggregate.

vii.Cyber Liability - \$1,000,000 for each occurrence and in the aggregate.

b. 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 by e-mail to <u>FCCP@fuqua.duke.edu</u> before the start of any FCCP Project.

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

d. The obligations of Organization under this <u>Section 11</u> shall survive in perpetuity the termination or expiration of this Master Agreement for any reason.

e. 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. <u>Dispute Resolution</u>. 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. <u>Term and Termination</u>

a. The term of this Master Agreement shall begin on the Effective Date and shall expire on the later of (x) two years after the effective date or (y) the end of the any FCCP Project that is underway at that time ("**Term**") unless earlier terminated as set forth herein.

b. 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.

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

14. <u>Miscellaneous.</u>

a. 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 or an FCCP Project Agreement.

b. 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. c. 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.

d. This Master Agreement will be executed using e-signature, which will be deemed to be an original as against any party whose signature appears thereon.

For Organization:

For Duke University:

[<mark>INSERT NAME, TITLE</mark>]

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 ("Duke"), on behalf of its Fuqua School of Business ("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. <u>The FCCP Project Focus Area</u>

[Describe focus area in detail.]

Example: The objective of this project is to understand the market potential and market access strategy for Company's first therapeutic vaccine for Health Condition A by assessing market size and Willingness To Pay (a combination of Out Of Pocket payment and Reimbursed by Insurance) for a Health Condition A vaccine with a potential launch date in next 5 years.

2. Data which Organization will make available to FCCP Students

A. Business Data

Example: FCCP students will be given access to the following:

- *i.* Current Financial Statements
- ii. Historical Sales Data
- *iii.* Operations Data (Staffing, Production, Inventory)
- iv. Customer Data
- v. Brand Guidelines

B. <u>Observational/Interview Data</u>

Example: FCCP students expect to perform the following project activities to gain new observational or interview data:

- *i.* Surveys: Surveying current and potential customers of Organization
- *ii.* Observations: Visit to existing business offices to observe physical business footprint and customer behavior
- *iii.* Social Listening Data: Reviewing online discussions and engagement of current customers of Organization and competitors

3. Organization Data which is subject to Confidentiality Obligations

This project is subject to the Confidentiality Obligations. This includes all data identified in 2A and 2B of this Project Agreement. All project discussions, findings, and data are strictly confidential and will not be shared outside the FCCP and Organization project team.

After the completion of the project, all students will delete / destroy electronic / confidential data from their devices and any paper copies thereof.

4. <u>Storage and Access to Organization Data + Data Security</u>

[Please describe in detail.]

Example: Organization will utilize EduSourced to share its data with the FCCP Students, and the FCCP Students will utilize EduSourced to share their work product with Organization. Organization will give students access to necessary databases as needed to complete project work.

5. <u>FCCP Project Report(s)</u>

FCCP Students will provide an interim FCCP Project Report to Organization by [insert date by program, such as February 28, 2026 for Daytime MBA], and a Final FCCP Project Report to Organization by [insert date by program, such as June 12, 2026 for EMBA].

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. <u>FCCP Project Presentation(s)</u>

The FCCP team will present a Midpoint Presentation by [insert date by program, such as April 8, 2026]. The Final Presentation will be completed by [insert date by program, such as June 9, 2026 for EMBA].

Final project output is expected to use Microsoft PowerPoint. Both presentations will be held virtually unless otherwise agreed to by Organization and the FCCP Student team and will not exceed two hours.

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. <u>Duke Personnel and Fuqua Volunteers (if applicable)</u>

Duke Personnel: [insert FCCP Faculty Instructor Name], Fiona Behm, James Emery, Pranab Majumder, Jane Smith

Fuqua Volunteers: [Insert Fuqua Volunteer][N/A]

8. <u>Pre-Existing IP</u> (known at this time)

Example: Pre-Existing IP that will likely be incorporated in the FCCP Project include:

- i. Industry research (articles) obtained through Ford Library at Fuqua
- *ii.* Professor (Name), Fuqua School of Business model for pharmaceutical drug pricing model

Note: As the FCCP Project progresses, FCCP Students, Duke or Duke Personnel (or Fuqua Volunteers, if applicable) might identify Pre-Existing IP that is not identified in this FCCP Project Agreement when initially signed. If that occurs, the additionally identified Pre-Existing IP will be identified in the FCCP Project Deliverables. Organization agrees the terms of the Master Agreement will apply to any Pre-Existing IP identified in this manner.

This FCCP Project Agreement will be executed using e-signature, which will be deemed to be an original as against any party whose signature appears thereon.

For Organization:

For Duke University:

[<mark>INSERT NAME, TITLE</mark>]

Mohamed Noor Executive Vice Provost