

## **STUDENT LETTER OF AGREEMENT**

### **Research and Design Agreement Between Parsons The New School For Design and Gallery Aferro**

Parsons The New School for Design, a division of The New School (the “University”) and Gallery Aferro (the “Sponsoring Entity”) have agreed to collaborate on certain courses during the Spring 2012 semester (the “Courses”). In consideration of being allowed to participate in a Course, I agree as follows:

#### **1. Confidentiality**

All information provided to me by the Sponsoring Entity (“Confidential Information”) is proprietary and confidential to the Sponsoring Entity. Except as required to provide services under this Letter of Agreement, I shall not use, disclose or publish any Confidential Information in any manner or way, directly or indirectly, without the prior, written approval of the Sponsoring Entity. I will not use or disclose information provided in confidence by third parties on behalf of the Sponsoring Entity, such information also constituting Confidential Information. The obligations and agreements set forth in this Section shall survive the expiration and/or earlier termination of the agreement between the University and the Sponsoring Entity, as well as this Letter of Agreement.

#### **2. Intellectual Property Rights**

- b. With respect to any designs, projects, products, or works developed by me during a Course (the “Works”), I shall own all right, title, and interest in and to any copyrights, trademarks and all other intellectual property rights in the Works throughout the world. The Works are wholly original to me and no third party contributed in any way to the Works or can make any claim on the Works.
- c. At the conclusion of each Course, the Sponsoring Entity shall select student assignments or projects for possible implementation (the “Selected Assignment”) from each Course. If my Work is selected as a Selected Assignment by the Sponsoring Entity, the Sponsoring Entity shall have a non-exclusive, worldwide, royalty-free, perpetual right and license to make, use, develop, create derivative works, manufacture, distribute, sell, display, utilize and commercially exploit, either by themselves or in conjunction with others, the Selected Assignment. In the event that the Sponsoring Entity utilizes the Selected, or any portion of the Selected Assignment, either on its own or in conjunction with other works, the Sponsoring Entity agrees to state that the design “was designed by [or in collaboration with, if appropriate] students in the Laboratory O2: Get Involved class at Parsons The New School for Design.”
- d. If my Work is selected as a Selected Assignment, I shall have the right to use or license the Selected Assignment subject to the non-exclusive

license in Section 2(b) above. I shall also have the exclusive right to apply for, file and prosecute any patent, copyright or other intellectual property filing with respect to a Selected Assignment at my own cost and expense.

- e. The University shall have the right to photograph and/or retain a reproduction of any Work created pursuant to this Agreement and copy, use, display and distribute that reproduction for non-commercial purposes.

### **3. General**

This Agreement constitutes the entire agreement between the University, the Sponsoring Entity, and myself and supersedes and terminates any and all prior agreements and understandings, whether written or oral, between myself and the Sponsoring Entity or the University with respect to the Works and the Selected Designs.

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_

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

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

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