

EDUCATIONAL PARTNERSHIP AGREEMENT

BETWEEN

United States Military Academy (USMA)

AND

Educational Institution (EI)

Under authority of 10 USC §2194, the United States Military Academy ("USMA"), a United States Army activity located at West Point, New York, and the **Educational Institution** ("Institution"), an educational institution located in **City, State**, enter into this Educational Partnership Agreement (EPA), which shall be binding upon both parties according to the clauses and conditions hereof, and for the term and duration set forth.

Article 1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings defined below, which are equally applicable to both the singular and plural forms of nouns and any tense of verbs.

1.1. "Agreement" means this Educational Partnership Agreement (EPA) and any exhibits or appendices hereto.

1.2. "Research" is limited to the cooperative work performed under this Agreement listed in an appendix attached hereto labelled "Statement of Work."

1.3. "Research Results" means information (regardless of medium), materials, and work products developed during and after the research period.

Article 2. PURPOSE.

2.1. The purpose of this Agreement is to encourage and enhance the study of [types of science, technology, engineering and/or mathematics] at the Institution by: [remove non-applicable provisions]

a. Loan of equipment, listed in an appendix attached hereto labeled "Equipment for Loan" to the Institution;

b. Transfer of computer or scientific equipment, listed in an appendix attached hereto labelled "Equipment for Transfer" to the Institution;

c. Making USMA personnel available to teach courses or to assist in the development of courses and course materials for the Institution;

d. Involving the Institution's faculty and students in USMA research projects;

e. Cooperating with the Institution in developing a program under which students may be given academic credit for work on USMA research projects; and

f. Providing academic and career advice and assistance to students of the Institution.

2.2. The parties recognize that the Research, as defined herein, describes the cooperative work they will undertake and that its goals are good faith guidelines. Moreover, it is understood that the nature of the cooperative work is such that completion within the period of performance specified cannot be guaranteed. The level of effort expended by USMA on any activity under this Agreement shall be within the discretion of USMA.

Article 3. WARRANTIES.

3.1. USMA. USMA hereby warrants to the Institution that the performance of the activities specified by this Agreement are consistent with USMA's mission, and that the USMA Official executing this Agreement has the requisite authority to do so.

3.2. Institution. Institution hereby warrants to USMA that, as of the execution date of this document, that it is a non-profit educational organization dedicated to improving science, engineering, and mathematics education.

Article 4. FINANCIAL OBLIGATIONS. Each party shall be responsible for its own costs under this Agreement. No contractual requirements or funding commitments are made by this Agreement. Any funding which results from this Agreement will be made by separate written documents, mutually agreed upon by the parties.

Article 5. PUBLIC RELEASE OF INFORMATION. Any papers, posters, presentations, or other public disclosure of information which relates to or results from this Agreement must be approved in writing by the other party prior to its release. Neither party will unduly withhold approval for disclosure; except, in the event that USMA believes that national security issues are involved. In that event, USMA will work with the Institution to modify the disclosure to eliminate its concern.

Article 6. INTELLECTUAL PROPERTY.

6.1. Inventions. Due to the nature of cooperative work to be performed under this Agreement, the parties have no expectation that such work will result in the creation of any inventions. Nonetheless, each party shall separately own any invention made solely by its employees or agents; both parties shall jointly own any invention made jointly by the employees or agents of the parties. Institution hereby grants to USMA a non-exclusive, irrevocable, paid-up license conveying the right to use, practice, or have practiced by or on behalf of the US Government inventions made by the Institution in the performance of work conducted under this Agreement.

6.2. Copyright-Protected Works. Government works are in the public domain and are not entitled to copyright protection. Copyright in works created in whole or part by the Institution's employees or agents in the performance of this Agreement shall be held by the Institution. Institution hereby grants to USMA a non-exclusive, irrevocable, paid-up license conveying the right to use, duplicate, or disclose such works in any manner by, or on behalf of, the US Government.

Article 7. ENDORSEMENT.

7.1. Institution shall not use the names or abbreviations of USMA, the Department of the Army, or Department of Defense on any product or service that is directly or indirectly related to this Agreement without the prior written approval of USMA. Likewise, USMA shall not use the name of

the Institution on any product or service that is directly or indirectly related to this Agreement without the prior written approval of Institution.

7.2. By entering this Agreement, neither party shall in any way imply that this Agreement, or their partnership, is an endorsement of the either's products and/or services.

7.3. The parties agree not to use the other's name, trademark, or other identifier for any advertising, promotion, publicity, or commercially related purpose without prior written approval.

Article 8. ADMINISTRATION. The administration of this Agreement, including coordination of the activities which comprise the cooperative activities, will be the joint responsibility of the designated Partnership Program Managers (PPMs) representing each party.

8.1. USMA. **NAME, TITLE**, will serve as the PPM on behalf of USMA. The USMA PPM will work with the Institution PPM to identify specific activities to be undertaken at any given time. The USMA PPM will assure that cooperative activities comply with applicable legal and administrative requirements of the USMA, Department of Army, and Department of Defense.

8.2. Institution. **NAME, TITLE**, will serve as the PPM on behalf of the Institution. The Institution PPM will coordinate cooperative activities with the USMA PPM and assure that such activities comply with applicable legal and administrative requirements of the Institution.

Article 9. LIABILITY.

9.1. Neither party shall be liable to the other for any property that is consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the gross negligence or willful misconduct of the party, or an employee or agent, of the party.

9.2. To the extent permitted by law, each party agrees to hold the other harmless and indemnify the other for liability or loss for any claim made by its employees or agents, or persons claiming through them, for liabilities, demands, damages, expenses, and losses arising out of the Agreement, except to the extent that such death, injury, loss, or damage arises solely from their own negligence or willful misconduct.

9.3. Any claims for indemnity or contribution arising out of this Agreement will be limited to the liability provided under the Federal Tort Claims Act (28 USC §2671 et seq.).

Article 10. PROPERTY. No property is loaned, donated, or transferred by the terms of this Agreement. Rather, any loan, donation, or transfer of property made pursuant to this Agreement will be made in accordance with applicable federal law, regulation, and/or policy. Specific governing law, regulation, or policy will be identified in the appropriate appendix attached hereto labelled "Equipment for Loan" or "Equipment for Transfer."

Article 11. TERM.

11.1. Term and Extension. The term of this Agreement is three (3) years from the date last signed by both parties. The Agreement shall expire at the end of the term unless both parties hereto agree in writing to extend it further. Expiration of this Agreement shall not affect the rights and obligations of the parties accrued prior to expiration.

11.2. Termination. The parties may elect to terminate this Agreement, or portions thereof, at any time by mutual consent. Either party may unilaterally terminate this Agreement at any time by giving the other party written notice, not less than thirty (30) days prior to the desired termination date. In either event, the parties shall specify the disposition of all activities accomplished or in progress, arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement, as well as property disposal laws and regulations.

Article 12. MISCELLANEOUS.

12.1. Governing Law. The construction, validity, performance and effect of this Agreement will be governed by U.S. Federal law, as applied by the Federal courts in the District of Columbia. If any provision in this Agreement conflicts with or is inconsistent with any U.S. Federal law or regulation, then the U.S. Federal law or regulation will preempt that provision.

12.2. Severability. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate any other provision of this Agreement.

12.3. Assignment. Neither this Agreement, nor any rights or obligations of any party hereunder, shall be assigned or otherwise transferred by either party without the prior written consent of the other party.

12.4. Independent Parties. The relationship of the parties to this Agreement is that of independent parties and not agents, joint venturers, or partners. Each party will maintain sole and exclusive control over its personnel, operations, and locations. Institution's staff, faculty, and students are not considered employees or agents of the US Government for any action performed under this Agreement.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this EPA and supersedes any prior understanding, or written or oral agreement.

ACCEPTED & AGREED

Army Activity/Academy

United States Military Academy
LTG Robert Caslen, Jr.
Superintendent
646 Swift Road
West Point, New York 10977

Institution

Educational Institution
Approval Authority
Title
Address
City, State Zip

Signature of Official

Signature of Official

Date Signed

Date Signed