

CMRA Educational Training Agreement

THIS AGREEMENT, is made as of this _____ day of _____, 20____, (“**Effective Date**”) by and between The Carnegie Mellon Robotics Academy (“**CMRA**”), a division of the National Robotics Engineering Center (“**NREC**”) of Carnegie Mellon University, a Pennsylvania non-profit corporation with a location at 10 40th Street, Pittsburgh, Pennsylvania 15201 (“**CMU**”), and [company name], a [jurisdiction of incorporation/organization and type of entity] with a principal place of business located at [address of company] (“**Organization**”).

The parties intend that CMRA provide certain educational courses and other services to Organization in accordance with this Agreement and the attached Description of Educational Services.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

1. **CMRA Courses and Other Services.** A description of the specific CMRA courses and other services to be provided by CMRA (“**Educational Services**”) is specified in the Description of Educational Services, attached as Exhibit A and made a part of this Agreement.

2. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of _____.

3. **Payment.** Organization shall pay CMRA in US dollars the amounts set forth in the Description of Educational Services on or before the later of (a) thirty (30) days of receipt of quote or (b) fifteen (15) days prior to the scheduled CMRA training date. Any and all amounts due under this Agreement are to be made payable to CMU and sent to the following address:

National Robotics Engineering Center
Carnegie Mellon University
ATTN: Carnegie Mellon Robotics Academy
10 40th Street, Pittsburgh, PA 15201

Wire transfers should be sent as follows:

Bank Name: BNY Mellon
Address: 500 Ross Street
Pittsburgh PA 15262

Beneficiary: Carnegie Mellon University
Account Name: Cash Management Account
ATTN: CMRA NREC
Account Number: 197-9003
ABA Number: 043000261
SWIFT Code: IRVTUS3N
Bank Contact: Cash Management
Customer Service - Jan Schade, 412-234-3359

Organization agrees that any and all payments required to be made under this Agreement will be free of any type of applicable taxes, offsets or withholdings. To the extent

Organization is required by applicable law, regulation and/or ordinance to withhold, offset and/or deduct any portion of the money to be paid to CMU, then the amounts due under this Agreement shall be increased to such amounts as may be necessary to yield CMU the amount it would otherwise have received had such payments been made without deduction for any such withholdings, offsets and/or deductions.

4. **Use of Course Materials.** Any and all course materials and information presented to and/or supplied to Organization and/or its employees, whether directly from CMRA or via the CS-STEM Network website located at cs2n.org (“**CS-STEM**”), pursuant to this Agreement and specified in the Description of Educational Services (the “**Materials**”) remain the property of CMU and neither Organization nor its employees shall have any right to use such Materials except as specifically provided in this Agreement.

“**Individual Course Participant**” means a person who participates in a specified CMRA course and is sponsored by Organization. An Individual Course Participant may use the Materials in conjunction with the course and for their own personal reference.

“**CMRA Certified Teacher**” means a person sponsored by an Organization who has successfully completed and continues to meet all ongoing requirements, including but not limited to those requirements specified in the CMRA Certification Agreement, of any one of the CMRA teacher certifications as verified by CMRA and/or a Master Trainer. A CMRA Certified Teacher may use the Materials to teach CMRA courses in which they have been certified as a Certified Teacher to that number of Individual Course Participants sponsored by an Organization, as specified in the Description of Educational Services. A CMRA Certified Teacher must deliver the Materials solely through the CS-STEM.

Organization agrees that it will take all necessary action to cause each Certified Teacher who is sponsored by Organization to comply with all the obligations and requirements of the CMRA Certification Agreement (a copy of which is attached for reference hereto as Exhibit B). Organization agrees that any noncompliance by Organization or a Certified Teacher will be treated as a material breach of this Agreement.

4. **Use of Name, Marks.** Organization acknowledges that it does not have any rights or any title whatsoever in or to CMU’s technology, trade name or in or to any of CMU’s trademarks, except as provided under this Agreement. Organization shall not register any CMU trademarks or trade names.

Any reference by Organization to CMU beyond what is contained in the Materials or as provided under this

Agreement may only be done with express written permission of CMRA.

5. **No Warranty.** ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY NREC PURSUANT TO THIS AGREEMENT (INCLUDING THE DELIVERABLES), ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. CMU MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CMU DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. ORGANIZATION IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CMU (INCLUDING NREC AND CMRA) RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS (INCLUDING THE DELIVERABLES) GRANTED AND/OR PROVIDED BY CMRA PURSUANT TO THIS AGREEMENT.

b. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute or claim arising out of or relating to the Agreement will be settled by arbitration in Pittsburgh, Pennsylvania in accordance with the rules of the American Arbitration Association and judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

c. This Agreement shall not be assignable by either party without the prior written consent of the other party; provided, however, CMRA may from time to time utilize consultants to perform some or all of the Educational Services to be provided under this Agreement. Any attempted assignment by Organization in violation of this Section shall be null and void. Subject to the restrictions of this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.

d. This instrument and the attached Exhibits contain the entire agreement between the parties and supersede all previous agreements and understanding related to the Educational Services. Any and all additional or conflicting terms in a purchase order or other document relating to the Educational Services are expressly rejected and shall have no effect.

6. **Limitation of Liability.** CMU (INCLUDING CMRA AND NREC), SHALL NOT BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CMU (INCLUDING NREC AND CMRA) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

e. It is understood that the Materials are subject to any applicable United States export laws and regulations (including, but not limited to, the Export Administration Act of 1979). Organization agrees to comply with any and all applicable export control laws and/or regulations and to obtain any required licenses or approvals.

f. Organization understands and agrees that the United States government ("**Government**") may have certain rights in the Materials. This Agreement and any and all obligations of CMRA are subject to any rights of the Government arising under any applicable law or regulation.

7. **Miscellaneous.**

a. All notices under this Agreement must be in writing and provided either personally or by registered or certified mail. Notices shall be addressed as follows:

National Robotics Engineering Center
Carnegie Mellon University
ATTN: Carnegie Mellon Robotics Academy
10 40th Street
Pittsburgh, PA 15201

g. Except for Organization's payment obligations, neither party shall be liable under this Agreement for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, war (declared or undeclared), terrorist act, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.

h. Participation in the Educational Services does not confer any CMU course credit and/or any employment or student status at CMU.

With a copy to: Kdowning@nrec.ri.cmu.edu

and to the Organization at:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Organization

Name:
Title:

CMU

Name:
Title

**EXHIBIT A
EDUCATIONAL SERVICES DESCRIPTION**

**EXHIBIT B
FORM OF CMRA CERTIFICATION AGREEMENT**