



Innovation Grant Agreement & Statement of Work PROJECT

Agreement

This agreement ("Agreement") is entered into between Cornell University, an educational corporation with an address of 300 Day Hall, Ithaca, NY 14853-2801, for and on behalf of its College of Veterinary Medicine ("Cornell") and _____, a Recipient (hereafter "Recipient") of an Innovation Grant from the Cornell College of Veterinary Medicine.

Recitals

Cornell has established the Innovation Grants (each, a "Grant") to support faculty in developing technology-enhanced learning resources in collaboration with the Educational Support Services ("ESS") unit at Cornell (the "Program").

The Grant was funded, in whole or in part, by The City University of Hong Kong, for and on behalf of its Jockey Club College of Veterinary Medicine and Life Sciences (in such capacity, "JCC") in order to support development of teaching material and educational resources and spur the co-development of mutually beneficial and highly innovative education materials that can be used internally by both Cornell and JCC academic programs.

This Agreement is intended to set forth the terms and conditions under which (i) Recipient will receive a Grant, (ii) Recipient will, in collaboration with ESS, design, develop, and/or build highly innovative teaching and education materials and resources (the "New Materials") in exchange therefor, and (iii) Recipient and Cornell will allocate the intellectual property rights with respect to such New Materials.

In consideration of the promises contained herein, the Parties agree as follows:

Terms and Conditions

1. Statement of Work. Recipient agrees to perform the work (the "Work") described in the Statement of Work ("SOW") attached as Exhibit A to this Agreement (and incorporated herein by reference) with respect to the New Materials.

2. Ownership of Preexisting Materials by Recipient. The Parties agree and acknowledge that, although the purpose of the Grant and the Program is to create New Materials, in the course of performing the Work and creating the New Materials, Recipient may rely on, build upon, or derive from Recipient's own work (e.g., lecture materials and related scholarly works) that was developed, created, or authored by the Recipient prior to the date hereof and independent of funding related to the Grant (all such work, "Preexisting Materials"). A description of all Preexisting Materials is set forth on Schedule I hereof, which is incorporated by reference herein and may be amended or supplemented from time to time by the Parties upon mutual written agreement (for which purposes email agreement shall suffice). Recipient represents that it is the sole owner of all rights, title, and interests in the Preexisting Materials (including

all copyrights and other intellectual property rights therein) and that such Preexisting Materials may be used and made available throughout the world without infringing or violating any copyright or other intellectual property rights of any third party, including for the commercial purposes described in Section 4 hereof. The Parties agree and acknowledge that nothing in this Agreement shall be deemed to affect the ownership of any rights associated with the Preexisting Materials other than as specifically set forth in Section 3 hereof.

3. License of Preexisting Materials to Cornell. Recipient irrevocably and in perpetuity grants Cornell the world-wide, royalty-free, paid-up, sub-licensable right to create adaptations, derivative works, or edited works and/or original works of authorship based upon the Preexisting Materials for the limited purpose of designing and building the New Materials, including the right to reproduce, distribute, publish, edit and re-edit, publicly display, publicly perform, transmit (including but not limited to broadcast, cablecast, webcast, streaming technology, etc.) and create derivative works of authorship based upon the Preexisting Materials. Recipient also grants Cornell the ability to transfer, sub-license, hold jointly, or otherwise share any or all of the foregoing rights with JCC. The foregoing license shall apply to any medium now known or later developed.

4. Ownership of New Materials by Cornell and JCC. The New Materials will constitute Work for Hire under Cornell's Policy 4.15 (Copyright). Except as otherwise described herein, Cornell shall be the sole and exclusive owner of all right, title, and interest in and to all New Materials, including all copyrights and other intellectual property rights therein. Recipient (i) hereby assigns to Cornell irrevocably and in perpetuity, throughout the world, all right, title and interest of Recipient in and to the New Materials, including all copyrights and other intellectual property rights therein; and (ii) irrevocably waives any and all claims the Recipient may now have or hereafter have to so-called "moral rights" with respect to the New Materials. Notwithstanding anything herein to the contrary with respect to Cornell's purported "sole" or "exclusive" ownership of intellectual property relating to the New Materials, Recipient also hereby acknowledges that the New Materials will be treated as intellectual property jointly-owned by Cornell and JCC, with Cornell and JCC each owning a non-exclusive perpetual license to utilize the New Materials at their discretion for internal teaching, research and learning purposes. Any commercialization of the New Materials will be jointly decided by Cornell and JCC, and any revenues therefrom shall be jointly shared by Cornell and JCC.

5. License of New Materials to Recipient.

Cornell grants to the Recipient a non-exclusive, royalty-free, paid-up license to reproduce, display, perform, and distribute the New Materials that Recipient contributes to the Program solely for non-commercial, internal Cornell teaching, research and learning purposes only. The right to distribute New Materials online is limited to such educational use for students enrolled at Cornell. Recipient may edit or create derivative works of such New Materials, but only for such internal Cornell educational uses described above. The foregoing license (i) does not include the right to charge a price for, or otherwise commercialize, any of the New Materials (including for any "continuing education" conferences), and (ii) expires and terminates immediately upon the last day of Recipient's employment at Cornell, in each case unless otherwise agreed in writing by Cornell (which, pursuant to separate agreement, may also require the consent of JCC). For the avoidance of doubt, upon the last day of Recipient's employment at Cornell, Recipient will continue to hold all rights in the Preexisting Materials as described in Section 2 hereof, and

the license with respect to such Preexisting Materials described in Section 3 hereof will continue to be in full force and effect.

6. Representations of Recipient. Recipient represents that all content (including third-party content, if any) that he/she contributes to the Project may be used and made available throughout the world without infringing or violating any copyright, moral, or other intellectual property rights of any third party, including for the commercial purposes described in Section 4 hereof.

7. Appearance Release.

In the event that the Recipient appears (visually or audibly) in a recording produced in the course of performing the activities contemplated in this Agreement, the Recipient consents to the use by Cornell and its assigns and grants to Cornell the world-wide, royalty-free, paid-up, irrevocable, sub-licensable and unconditional power, right, privilege and permission to make, record, produce, edit, modify, reproduce, exhibit, distribute, publish, display, perform, and transmit by the means of still photography, live or recorded broadcast, webcast, or Internet streaming, film, videotape, or any other similar mechanical or electronic method (whether now known or later developed) the Recipient's performance, appearance, name, voice, picture, or likeness, solely in connection Program and for the purposes of education, instruction, publicity, advertising, and promotion in connection with the Program. The Recipient waives any moral or similar rights he or she may have in the recordings relating to his/her appearance.

Cornell shall have the right to copyright any recorded appearance involving the Recipient.

Recipient releases and discharges Cornell and its officers, employees, agents, and representatives from any and all claims, demands, causes of action, or liabilities arising out of or in connection with the Recipient's appearance or the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting by any means or otherwise using the recordings related to the activities performed by the Recipient under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

Recipient:

Cornell University:

[Signature]

[Signature]

[Name]

[Name]

[Title]

[Title]

Date:

Date:



Exhibit A: Statement of Work PROJECT

Statement of Work Details Here

SCHEDULE I

DESCRIPTION OF PREEXISTING MATERIALS