

Dear Global Partner Representative:

We are thrilled that your organization has agreed to support the Harvard Business School (HBS) Field Immersion Experiences in Leadership Development (FIELD) course by becoming a Global Partner for the globalization module of the course, FIELD 2.

FIELD 2 aims to increase our students' understanding of value creation in a global context, and to build their awareness of the variations in business processes, customers, and the institutional environment across different markets. At the core of the exercise, students will focus on business opportunity through a new product or service development project. We also hope it is an interesting way for your organization to gain fresh perspectives and engage with students.

To create the framework for this exercise, and to proactively address questions you might have about how issues such as non-disclosure and intellectual property rights will be handled, we have developed two short documents.

- A project agreement, to be signed by HBS and the Global Partner organization, summarizing expectations and clarifying the academic mission of the project.
- A team agreement, to be signed by the members of the student teams and the Global Partner organization, that includes provisions for the protection of confidential information and the transfer of student rights in their proposal to the Global Partner.

Careful thought went into both of these documents, with the purpose of providing a structure that would:

- provide the best benefit and reassurance to the Global Partners,
- serve the educational and pedagogical objectives of the course, and
- enable our students to have a meaningful learning experience.

Ultimately, though, we want to stress that the primary goal of these projects is academic, with the additional benefit of promoting the exchange of ideas and cross-cultural collaboration. Thus these agreements do not contain provisions that might be found, for example, in typical consulting arrangements. They are structured to support both the global partner and student learning experience.

We ask that all Global Partners sign both documents. You will receive copies of each in October, along with additional information regarding your HBS student team.

We know that the students will be eager to start working with you, and we want to reiterate our appreciation for your involvement in this exciting new program.

Sincerely,
HBS Global Experience Office

Please return the following two signed documents to the Global Experience Office via email (geo@hbs.edu).

FIELD Course Global Immersion Project Agreement

This FIELD Course Global Immersion Project Agreement (“Agreement”) is made as of October 16, 2014 between the President and Fellows of Harvard College (“Harvard”), acting through its Business School (“HBS”), with offices at c/o Global Experience Office, Soldiers Field Road, Boston, MA 02163 and _____ (“Organization”), with offices at _____.

1. Program Participation and Objectives. Organization is a participant in the Field Immersion Experiences for Leadership Development (FIELD) course (the “Course”) designed by HBS for its first-year students. In connection with Organization’s involvement in the Course module focusing on globalization (such module, the “Program”), a product or service development project (a “Project”) will be defined for each student team that Organization agrees to work with (each a “Team”). A description of the Program objectives and guidelines is available at the Program website, currently located at www.hbs.edu/mba/academics/FIELD/globalpartner.html. Each party to this Agreement will bear its own expenses associated with the Program. For clarity, HBS will be responsible for students’ travel and lodging costs associated with their work onsite with Organization. HBS will have overall responsibility for and control over the Program, including, without limitation, selecting and, if necessary, changing the members of each Team and the faculty advisor(s) associated with each Team (each, a “Faculty Advisor”).

2. Proprietary Rights. Each student on any Team and Organization will sign the form FIELD Course Global Immersion Team Agreement made available at the Program website (the “Team Agreement”), which contains an assignment to Organization of the students’ rights in certain work product developed as part of the Project and confidentiality provisions for the benefit of Organization. Each Faculty Advisor and each HBS staff member who is designated by HBS to receive Organization’s confidential information in connection with a Project will sign the applicable form of confidentiality agreement (such agreement with respect to Faculty Advisors, the “Faculty Advisor Agreement”) made available at the Program website, each of which contains confidentiality provisions for the benefit of Organization. During the Course, Organization will not enter into any confidentiality, assignment or other agreement with any Team member or Faculty Advisor relating to any Project or the Program, other than the Team Agreement and the Faculty Advisor Agreement, without the prior written consent of Harvard. Harvard hereby disclaims any rights it may have to own its students’ intellectual property that is assigned to Organization under any Team Agreement. Harvard will have no liability for breach by any of its students of their respective obligations under any Team Agreement.

3. Disclaimers; Limitation of Liability; Indemnity.

(a) Organization acknowledges that, while the work on a Project may yield results that are interesting and useful to Organization, the purpose of each Project is educational and no particular result, outcome or work product is promised. In addition, no result or other work product generated in connection with any Project is or will have been approved or endorsed by Harvard. Organization assumes the full risk of using any proposals or other Project results. All Projects are subject to change, in the sole discretion of HBS and the students involved, and there can be no assurance that any Project will be completed. Harvard disclaims all warranties of any kind (express, implied or otherwise) relating to any proposals or other Project results or otherwise relating to any Project, the Program or this Agreement, including without limitation any warranty of non-infringement, merchantability or fitness for a particular purpose.

(b) Organization agrees that Harvard and its faculty members, employees, officers, governing board members and agents (collectively, the “Harvard Indemnitees”) will have no liability of any kind to Organization in connection with Organization’s or any third party’s use or exploitation of any proposal or other Project result.

(c) Organization agrees to indemnify and hold harmless the Harvard Indemnitees from and against all third party claims, and all related damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) of every kind, that arise from or relate to the use or exploitation, by or on behalf of Organization or any third party acting under Organization’s authority, of any proposal or other Project results provided to Organization by any Team.

4. Term and Termination. This Agreement concerns Organization's participation in the Program for the 2014-15 academic year. Either party may terminate this Agreement at any time in its discretion by written notice to the other party. In the event of any termination, the parties will cooperate thereafter to wrap up Organization's participation in the Program as promptly and with as little disruption as possible to any Team and to the Program. The provisions of Sections 2 (but only the last two sentences thereof), 3, 5, and 6, as well as this sentence and the prior sentence of this Section 4, will survive any expiration or any termination of this Agreement and continue in effect.

5. Marketing. Organization will not use or register the name "Harvard" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Harvard, HBS or any other Harvard school, unit, division or affiliate, or the name of any HBS student or faculty member, for any promotional or publicity purpose in connection with any Project, the Program or this Agreement except with the prior written approval of Harvard. Harvard will not use or register Organization's name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Organization for any promotional or publicity purposes in connection with any Project, the Program or this Agreement, except with the prior written approval of Organization. Notwithstanding the foregoing, Harvard is allowed to include Organization's name in any list of the entities participating in the Program which is published in the HBS Alumni Bulletin magazine, in printed materials distributed to HBS students, or on the HBS website.

6. Miscellaneous. The parties are acting as independent contractors, and nothing contained herein shall be deemed to create an agency, partnership or similar relationship between the parties. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the other party. Organization acknowledges that HBS students engaged in Projects are acting in their capacity as individuals, and not as employees or agents of HBS or Harvard, and agrees that Harvard will have no liability for their acts or omissions. Organization agrees that it will not discriminate in any way in its treatment of the members of any Team or any Faculty Advisor. Neither party may assign this Agreement without the written consent of the other party; any attempted assignment without consent will be void. This Agreement will be binding upon the successors and permitted assigns of the parties. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of laws principles. This Agreement may only be amended or modified by a writing signed by the authorized representatives of both parties. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original instrument, and all of which together will constitute a single agreement. Execution copies or signature pages for this Agreement delivered by facsimile or electronic transmission will be valid and binding. This Agreement sets forth the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior understandings, agreements and communications between them, whether written or oral, concerning same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

President and Fellows of Harvard College,
acting through the Harvard Business School

[Organization]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

FIELD Course Global Immersion Team Agreement

This FIELD Course Global Immersion Team Agreement (“Agreement”) is made as of October 16, 2014 (“Effective Date”) between _____ (“Organization”) and the individual students who have executed a copy of this Agreement (each such individual, a “Participant” and collectively, the “Participants”).

1. General. Participants are students at the Harvard Business School (“HBS”) taking the Field Immersion Experiences for Leadership Development (FIELD) course (the “Course”) in which Organization has agreed to participate. As part of the educational exercise, Participants are expected to work together as a team (“Team”) to develop a proposal for the design of a new product or service (the “Project”) and to deliver the proposal to Organization in a final presentation (as presented, the “Proposal”), as described in more detail at the Course website currently located at www.hbs.edu/mba/academics/FIELD/globalpartner.html.

2. Assignment of Rights; Attribution. Each Participant hereby assigns to Organization all of such Participant’s right, title and interest in and to the Proposal. Organization will identify all of the Participants as authors of the Proposal in any copies of the Proposal or excerpts thereof it may create, unless any Participant notifies Organization at any time that he or she does not wish to be identified as an author, in which case Organization will no longer identify or refer to that Participant as an author. Organization shall not pay any Participant any compensation for services rendered or for the rights assigned by any Participant to Organization under this Agreement. Notwithstanding anything herein to the contrary, each Participant is and shall continue to be free to use the skills, knowledge, experience and information which the Participant acquires in the course of the Project, so long as in doing so the Participant does not violate his or her confidentiality obligations under Section 3.

3. Confidentiality. The parties acknowledge that Organization may disclose Confidential Information (as defined below) to the Participants in the course of the Project. As used herein, “Confidential Information” means any trade secret or other valuable confidential information of Organization in written form that is first disclosed to any Participant after the Effective Date in connection with the Project and that is marked as “confidential” or “proprietary” when disclosed by Organization. “Confidential Information” will not include any information that (a) is publicly available at the time of disclosure or becomes publicly available thereafter through no wrongful act of any Participant, (b) is known to any Participant prior to disclosure by Organization, (c) is lawfully obtained from a third party without violating any confidentiality obligation to Organization known to the receiving Participant, or (d) is independently developed by any Participant without reference to or reliance upon any Confidential Information. Except as otherwise provided in this Agreement, each Participant will use Confidential Information only for purposes of the Project and will not disclose any Confidential Information to anyone except the other Participants, without Organization’s written consent. Notwithstanding the foregoing, each Participant may disclose Confidential Information (i) to the Team’s faculty advisors or HBS staff members for purposes of the Project, provided that such faculty advisors and/or staff members have entered into a separate confidentiality agreement as required under Organization’s FIELD Course Global Immersion Project Agreement with HBS, and/or (ii) in the event such Participant is required by law or legal process to disclose any such information, provided that, if legally permitted, such Participant will give Organization prompt prior written notice of such requirement so that Organization may seek an appropriate protective order. In no event will Organization disclose to any Participant any information that Organization knows or has reason to know such persons are not lawfully allowed to receive and use for purposes of the Project. Each Participant’s obligations with respect to Confidential Information will terminate eighteen (18) months from the Effective Date.

4. Disclaimers. Organization assumes the full risk of using the Proposal or other Project results. The Proposal and other Project results that may be provided or made available to Organization are provided “AS IS,” without any warranties of any kind, and each Participant hereby disclaims all warranties of any kind (express, implied or otherwise) relating to the Proposal or other Project results or otherwise relating to the Project, the Course or this Agreement, including any warranty of merchantability, fitness for a particular purpose or non-infringement.

5. Indemnity. Organization agrees to indemnify and hold harmless each of the Participants from and against all third party claims, and all related damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) of every kind, that arise from or relate to the use or exploitation, by or on behalf of Organization or any third party acting under Organization's authority, of the Proposal or other Project results.

6. Limitation of Liability. Organization agrees that none of the Participants will have any liability of any kind to Organization in connection with Organization's or any third party's use or exploitation of the Proposal or other Project result. Without limiting the foregoing sentence and to the maximum extent permitted by applicable law, in no event will any party to this Agreement be liable to any other party for any form of indirect, special, incidental, punitive, exemplary, or consequential damages of any kind or for any loss of profits or loss of use caused by any failure to comply with the terms of this Agreement, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not the other party has been advised of the possibility of such damage; provided, however, that the foregoing limitation will not apply (a) to any indemnification payment obligation under Section 5 or (b) to any breaches of Section 3 due to the willful misconduct of any Participant. Notwithstanding anything in this Agreement to the contrary, under no circumstances will any Participant have any liability or responsibility for any breach of this Agreement by any other Participant or for any breach by a Team faculty advisor of any agreement with or for the benefit of Organization related to the Course to which the faculty advisor is a party.

7. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of laws principles. The parties are acting as independent contractors, and nothing contained herein shall be deemed to create an employer-employee, agency, partnership or similar relationship between the parties. No party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of any other party. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original instrument, and all of which together will constitute a single agreement. Execution copies or signature pages for this Agreement delivered by facsimile or electronic transmission will be valid and binding. This Agreement may only be modified by a written document executed by all of the parties hereto. Notwithstanding the foregoing sentence, if any HBS student is to be added to the Team after the Effective Date, that individual will execute a copy of this Agreement and become a party hereto, and the terms "Participant" and "Team" thereafter will include that individual. This Agreement sets forth the entire understanding and agreement between the parties concerning the subject matter hereof; no other rights are granted by any of the parties except those expressly set forth herein; and this Agreement supersedes all prior understandings, agreements and communications between them, whether written or oral, concerning same. Sections 2 (but only the last three sentences thereof), 3 (but only for the period specified in the last sentence thereof), 4, 5, 6 and this Section 7 shall survive any termination of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this FIELD Course Global Immersion Team Agreement as of the dates below.

PARTICIPANTS:

[ORGANIZATION]:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature Page to FIELD Course Global Immersion Team Agreement