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# PARTICIPANT AGREEMENT

Participant Name: \_\_\_\_\_  
Session: \_\_\_\_\_

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## Exhibits

Code of Conduct  
Office Space Policies

# 1. Background

## 1.1 Mission

Client is a non-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Its mission is to accelerate the development of high-potential entrepreneurs through experiential learning and collective intelligence.

## 1.2 Program

Client operates an accelerator program (“Program”) for entrepreneurs (“Participants”) who have an affiliation with University (“University”). Participants engage in a range of peer, educational, mentoring, and other activities, and have access to work space and resources at Client’s office (“Office”) in [\_\_\_\_\_]. A Program session is [\_\_\_\_\_] weeks in length. There is no cost for participation in the Program, and Client does not take equity in Participants’ companies.

## 1.3 This Document

This Participant Agreement (“Agreement”) covers your participation in the Program and relationship with Client after completion of the Program. It includes information, lays out expectations, and confirms legal obligations. Sections 1-7 of the Agreement cover, among other things, the [four] core elements of the Program; confidentiality; and company intellectual property, decision-making, and branding matters. Sections 8-13 address other legal matters including the relationships among Client, you, and University; liabilities; and termination. This Agreement refers to you and your company as “you” and to Client as “we” or “Client.”

## 1.4 Code of Conduct and Office Space Policies

The Agreement includes, as exhibits, the Client Code of Conduct and Office Space Policies. Your obligations as a Participant include complying with the Code of Conduct and Office Space Policies.

# 2. Community

## 2.1 Purpose

The Client community centers around peer motivation, peer accountability, and peer support. Client believes that, through the process of sharing needs and providing help to your peers, you will build deep, trusted relationships you can leverage throughout your career. The Program lasts for [\_\_\_\_\_] weeks, but you become part of a lifelong community.

## 2.2 Events

Client facilitates a variety of discussions and other community events for Participants, including “neighborhoods” or other sessions keyed to particular industries, roles or topics. Client also hosts social events and events featuring corporate partners and individuals from our expert network. Client expects you to attend all mandatory events, to arrive on time for these events, and to participate in a meaningful number of the other events. This engagement will help you get greater value from the Program, build a reputation for yourself, and earn the respect of other Participants.

## 2.3 Feedback

Peer feedback can help to motivate, support, and keep you accountable on the way to your goals. To that end, we encourage you to give and receive honest feedback. We also encourage you to give feedback to Client about how we can improve your experience and the Program generally.

## 2.4 Confidentiality

We want you to be confident that the information you share during the Program will not leave the Client community. Effective collaboration requires the kind of open, trusting community where Participants can be honest about their products, their thinking, and their

challenges. For that reason, you should treat information you are exposed to at Client as confidential. This includes the ideas, plans, strategies, financial information, designs, prototypes, and other intellectual property created and owned by other Participants or by Client (collectively, "Confidential Information"). It also includes the identity and personal information of other Participants. Confidential Information does not include information that is generally available to the public, information already known by you before entering into this Agreement, or information you independently develop. You will not disclose any Confidential Information to anyone (including team members, mentors, and advisors) except as expressly authorized in writing by the owner of the information, and will not misappropriate or otherwise use inappropriately any Confidential Information. Improper disclosure or use of Confidential Information is a serious breach of both legal and community obligations and can lead to both immediate termination from the Program and legal action against you.

### **2.5 Ongoing Communication and Relationship**

As noted below in the "Education" section, Client will be in frequent communication with you during the Program. We expect you to notify us of major company events, good or bad, such as adding or removing senior officers, receiving funding offers, or becoming a party to litigation. We encourage you to stay in touch after you complete your Program participation as well. In particular, and subject to relevant confidentiality agreements, you will inform Client of any offer of funding, whether debt or equity, within [five] days of such offer of funding being made. This enables us to best support you and your company in your funding efforts and to potentially access the [\_\_\_\_\_]. We also hope that you, like many Program alumni, stay involved and participate in the community through serving as an alumni buddy, mentoring, contributing, and continuing to seek and give support in the broader community. These contributions are a critical component of the Program's and community's continued success.

### **2.6 Community Citizenship**

You will get the most out of the Program if you and every other Participant are good community citizens. We expect that you will conduct yourself with professionalism and in accordance with the Code of Conduct, including in your interactions with other Participants, Client staff, mentors, resource providers, community and corporate partners, and potential funders.

## **3. Education**

### **3.1 Purpose**

Client believes that real-time customized education will help you find and carry out needed solutions for your company.

### **3.2 Individual Learning Goals and Milestones**

Client provides an orientation session, and then holds periodic check-in meetings with you. Those sessions are mandatory, and we expect you to prepare for them. We will work with you to identify learning goals, needs, and milestones. Once those items are identified, we will work to organize relevant educational activities for you, which may include workshops, office hours, and direct connections to individuals and outside resources.

### **3.3 Other Educational Events**

Client generally offers educational seminars and workshops throughout the Program session. We encourage you to attend these sessions, and to organize or host a workshop or office hour for your peers.

## **4. Mentorship**

### **4.1 Purpose**

Client believes it is important for you to have access to personal coaches and industry experts who are aligned with Client's mission. Based on your needs and the stage of your

company, we will make suggestions regarding types of mentorship and coaching, including working with a serial entrepreneur mentor, alumni founder, fundraising coach, or board of advisors. However, you ultimately decide which type of mentorship is best for you and your company.

#### **4.2 Mentor Interactions**

If you do work with a Client mentor, you should be mindful of the mentor's time, and only seek advice when appropriate. You should communicate with mentors in a respectful, professional way. Mentors are not Client employees but instead are volunteering their time to support your development. We expect you to treat mentor support as a privilege.

## **5. Resources**

#### **5.1 Purpose; Support, Services, and Products**

In order to help you develop your company, Client engages with community and corporate partners to provide you with a suite of resources. The resources we provide include free or reduced price services and products. We may also provide public relations, fundraising, recruiting and design support, and access to alumni resources.

#### **5.2 Knowledge Tools**

You are welcome to use the knowledge management, list-serve, CRM, content management, and other systems we make available to Participants (collectively, "Knowledge Tools"). In line with that use and Client community principles, you acknowledge that Client and other Participants may have access to content you contribute and improvements you may make to the Knowledge Tools. You grant to Client an irrevocable, royalty-free, perpetual, and worldwide license to use, modify, copy, sublicense, or distribute any content and improvements you contribute to the Knowledge Tools.

#### **5.3 Office Facilities Use**

You have access to the workplace, conference rooms, and other facilities at the Office during the Program and on-going but more limited access to the Office as an alumnus. The Office is a shared workspace. Cooperation is central to safe and productive operation of the Program. We expect you to comply with the Office Space Policies; it covers topics such as security, safety, professional atmosphere, and conference room use.

## **6. Your Company**

#### **6.1 Intellectual Property**

Between you and Client, and subject to any separate agreement you may have with Client, you will own and retain all rights to all intellectual property you develop while participating in the Program, whether or not you use the Office or other Client resources in creating it. This includes, without limitation, foreign and domestic patents (whether pending or issued), copyrights, trademarks, trade secrets, moral rights, domain names and any registrations in any of the foregoing, and any other similar or equivalent proprietary rights, anywhere in the world.

#### **6.2 Company Decisions and Responsibilities**

Client works closely with you, but you are always in charge of your company. As such, you will have sole responsibility for planning and managing your business, including funding, employment, payroll, product design, intellectual property use and protection, vendor relations, branding and marketing, sales, data security, and logistics matters. Client and the mentors and others involved in the Program may provide advice and coaching, but you make the decisions.

#### **6.3 Contracts, Taxes, and Contributions**

You and your company may be required to enter into contracts with third parties in carrying out your business. You will have sole responsibility for these contracts. Client does not

have and will not assume any liability for, or guarantee performance of, any of them. You are also responsible for all tax returns and payments, and for making all contributions, payroll, disability, unemployment insurance, and workers' compensation contributions, required of you and your company by any tax or other governmental body.

## **7. Branding and External Communications**

### **7.1 Introduction**

Client can help you build awareness of your brand and business. To that end, we want to communicate about your participation in the Program. Because a strong Client brand benefits you and every other member of our community, we also encourage you to communicate your relationship with Client. This Section 7 sets out legal and other aspects of such external communications.

### **7.2 Client Communication about Your Participation**

Client may identify you as a participant in the Program and may communicate non-Confidential Information about you and your company both during and after your participation in the Program. To that end, and unless otherwise agreed, you consent to the use by Client of your image, voice, name, and/or story, in any format, including video, print, or electronic (collectively, "materials"), as Client may determine appropriate in connection with these education, outreach, and other activities. Client may make the materials available at its discretion on Client's website, in Client's publications, through social media vehicles, and otherwise. Client owns all copyrights and other rights in the materials.

### **7.3 Client Use of Your Company Name and Logo**

Client may use your company's name, logo, and other branding elements for the purposes contemplated by Section 7.2. This license is non-exclusive, non-transferable, and non-sublicensable. Client will use your marks only in the forms you provide to Client, and Client will not combine any of your trademarks with any other trademark or design. Client acknowledges that it has no interest in the marks other than the rights granted under this Section 7.

### **7.4 Promoting Your Association with Client**

Both during and after your participation in the Program, we expect you to include Client in any listing of accelerators, incubators, supporters, advisors or similar disclosure contained on your website or in your offering documents or other external communications. We also ask you to mention Client as appropriate in your interactions with the media, appearances at industry events, and other promotional activities.

### **7.5 Your Use of Client Name and Logo**

Both during and after your participation in the Program, you may use the Client name and logo on your website, social media vehicles, and other external communications for the purposes contemplated by Section 7.4. This license is non-exclusive, non-transferable, and non-sublicensable, and is revocable by Client at any time. In line with trademark protection principles, you will use Client trademarks only in the forms provided to you by Client, and you will not combine any Client trademarks with any other trademark or design. You acknowledge that you have no interest in the trademarks other than the rights granted under this Section 7.

### **7.6 Concerns**

We ask that, both during and after your participation in the Program, you refrain from actions that would damage the reputation or lead to unwanted or unfavorable publicity for Client, other Program participants, University, as well as mentors, advisors, resource partners, sponsors, or any of their respective employees, officers, or agents. If you have concerns or complaints, we ask that you bring them to us before making them public, so that we can do our best to address them.

## 8. Relationship with University

### 8.1 University-Client Relationship

Client is an independent non-profit corporation and is not part of or controlled by University. It cannot represent or bind University in any capacity. University is not responsible for any of Client's decisions, actions, or omissions. Nothing in this Agreement affects your relationship with, or your legal rights or obligations with respect to, University.

[\_\_\_\_\_]

## 9. Relationship with Client

### 9.1 Nature of Relationship with Client

Nothing in this Agreement creates a fiduciary, employment, partnership, joint venture, or similar relationship between you and Client for any purpose. To clarify, Client has no duties or obligations to you besides those set out in this Agreement. Neither you nor your team members will be entitled to or eligible for any benefits that Client makes available to its employees, including, without limitation, coverage under any Client medical, dental, liability, or other insurance policies.

### 9.2 No Authority to Act for the Other

Participant and Client will not hold themselves out as representatives of, or speak or act on behalf of, the other, and will not have the power or authority to act for the other or to bind or obligate the other to a third party or commitment in any manner.

### 9.3 No Attorney-Client Relationship or Legal Advice

Client is not your attorney. Client does not practice law and does not give legal advice. There is no intention by Client to create, and there should be no expectation on your part for the creation of, an attorney-client relationship. Your consulting with Client staff (including any members of the staff who may have law degrees) to seek information does not mean that an attorney-client relationship is created or that the communication is subject to attorney confidentiality protections. You acknowledge that Client does not provide you with legal representation of any kind. If you have legal questions, you should contact an attorney.

## 10. Acknowledgements

### 10.1 No Guarantees

You acknowledge that Client has not made and is not making any representations, warranties, promises, or guarantees of any kind about your success, including, without limitation, representations about your funding potential or success, sales or profits, intellectual property protection and value, or public awareness of you or your company. You have made your own independent business evaluation in deciding to participate in the Program.

### 10.2 Nature of Accelerator Program

You acknowledge that Client serves multiple founders and businesses. You acknowledge that Client may have served, may currently be serving, or may in the future serve other Participants whose interests may be adverse to your interests, including parties with whom you may share the same product categories, consumer segments, disease indications, potential funding sources, and customers.

### 10.3 Other Parties and Participants

You acknowledge that Client does not control the conduct of, and is not responsible for, mentors, advisors, resource providers, or other Participants in the Program.

#### **10.4 Office Facilities and Systems**

You acknowledge that Client makes no express or implied representations, warranties, or guarantees relating to the Office, or to the Knowledge Tools, internet access, equipment or other property, systems or services made available to Participants, including, without limitation, representations, warranties, or guarantees concerning functionality, safety, quality, security, reliability, availability, or fitness for a particular purpose.

### **11. Liability**

#### **11.1 Indemnification**

You will defend, indemnify, and hold Client, University, and their respective directors, officers, employees, and affiliates (collectively, "Client Parties"), harmless from and against any and all claims, liabilities, losses, damages, expenses, and attorney fees and costs that may be suffered or sustained by a Client Party arising directly or indirectly from: (i) a claim by any third party arising from your or your company's participation in the Program; (ii) any third party claim arising from use by Client of your name, logo, or contributions to the Knowledge Tools that such use infringes the third party's patent, copyright, trademark, trade secret rights, or other rights; (iii) a claim by any of your employees, contractors, clients, suppliers, creditors, or other persons affiliated with you; or (iv) any breach by you of this Agreement, except to the extent the liability is solely caused by the relevant Client Party's gross negligence or willful misconduct.

#### **11.2 Personal Property**

You will be solely responsible for the security of your personal property at the Office, including, without limitation, computer and lab equipment, supplies, and documents. Client will not be liable for any claims arising from theft, loss, or damage of your personal property.

#### **11.3 Damage to Office**

You will be responsible for any and all damage or loss to the Office, furnishings, Knowledge Tools, or other property, systems or services made available to Participants that results from your participation in the Program.

#### **11.4 Liability Limitation**

No Client Party will have any liability to you for any failure by you to meet your own funding, sales, profits, usage, and visibility plans and expectations regardless of the cause, or for any actions of any other Participant, including, without limitation, disclosure or misappropriation of Confidential Information, sexual or other harassment, or any other conduct. No Client Party will be liable to you for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement, your participation in the Program, or your use of the Office or Knowledge Tools. This liability limitation will not apply to liabilities arising from gross negligence or willful misconduct.

#### **11.5 Misuse of Confidential Information**

You acknowledge that disclosure or misuse of Confidential Information by you may cause irreparable harm to other parties and that actual damage may be difficult to ascertain and in any event may be inadequate. As such, the owner of the information may be entitled to injunctive relief against you in addition to any other legal or equitable remedies that may be available.

### **12. Termination**

#### **12.1 Termination of Participation**

We value every Participant's contribution to the Client community and will not take the decision to terminate a Participant lightly. However, Client may terminate your participation in the Program at any time and for any reason. Issues that may result in termination include, without limitation: (i) a breach by you, your company, or members of your team of

the confidentiality, conduct, and other obligations under this Agreement; (ii) conduct by you or your team that is inconsistent with our maintenance of a trusting and supportive community; (iii) your not giving appropriate time and effort in learning and building your company; and (iv) your engaging in illegal conduct or other conduct that reflects or may reflect adversely on the reputation of Client. Such a termination will be effective upon delivery by Client to you of a written notice to that effect.

### **12.2 Consequences of Termination**

Upon termination of your participation, this Agreement will terminate, and you will immediately (i) deactivate accounts on the Knowledge Tool and any other Client-provided software; (ii) stop using Client's name and trademarks in connection with your company or otherwise; (iii) remove from the Office all of your property including supplies and documents; and (iv) leave your workplace at the Office in a clean and orderly condition, ordinary wear and tear excepted. Client reserves the right to seek repayment of any monetary advances, stipends, or financial aid provided to you. The provisions of Sections 2.4, 5.2, 6, 7.6, 11.1, 11.3, 11.4, 11.5, 12, 13.3 and 13.9 will remain effective after termination for any reason.

## **13. General Provisions**

### **13.1 Entire Agreement**

This Agreement, together with its exhibits, expresses Participant's and Client's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing or understanding between Participant and Client relating to its subject matter. If there are any inconsistencies between this Agreement and an exhibit, another Client policy or information on the Client website or intranet, this Agreement will control.

### **13.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Participant and Client which recites that it is an amendment to this Agreement.

### **13.3 Company and Employees**

You will ensure that your company, employees, and contractors comply with the confidentiality, conduct, and other requirements set out in this Agreement.

### **13.4 No Third Party Beneficiaries**

Except as provided in Sections 2.4, 11.1, 11.4 and 11.5, this Agreement is for the exclusive benefit of Participant and Client and not for the benefit of any third party including, without limitation, any employee, affiliate, or vendor of Participant or Client.

### **13.5 Severability**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

### **13.6 Assignment**

You may not transfer your rights to participate in the Program, use Client's name and logo, use the Office or other Client resources, or otherwise assign rights or delegate duties under this Agreement to anyone else without the prior written consent of Client, which Client may withhold in its sole and absolute discretion.

### **13.7 No Waiver**

Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**13.8 Notices**

Notices, approvals, and consents under this Agreement must be in writing and delivered to Participant and Client by mail, courier, hand-delivery, fax, or email to the addresses appearing on the signature page of this Agreement.

**13.9 Governing Law and Jurisdiction**

This Agreement is governed by [California] law. Client and you consent to the exclusive jurisdiction of the state and federal courts for [\_\_\_\_\_], California].

**13.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

\* \* \* \* \*

Participant understands and acknowledges that this Agreement creates a legal contract between Participant and Client. Participant and Client signed this Agreement on the dates set out below.

<b>Client</b>	<b>Participant</b>
<b>By:</b> _____	
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Client Address:</b>	<b>Business Address:</b>