



MIT REAP COHORT PARTICIPANT ACKNOWLEDGEMENT OF TERMS

This Acknowledgement is made by

hereafter the “Cohort Participant” and delivered to The Massachusetts Institute of Technology, on behalf of its Regional Entrepreneurship Acceleration Program, hereafter “MIT” or “MIT REAP.” This Acknowledgement pertains to MIT REAP and the terms binding any Cohort Participant as a result of their participation.

Cohort Participant agrees to the following:

CONFLICT OF INTEREST POLICY

The purpose of this policy is to inform the Cohort Participant about what constitutes a conflict of interest, assist the Cohort Participant in identifying and disclosing actual and potential conflicts, and help ensure the avoidance of conflicts of interest where necessary.

1. All Cohort Participants will conduct themselves without conflict to the interests of MIT REAP. Their capacity as Cohort Participants should not be affected by subordinate personal, individual business, third-party, and other interests to the welfare and best interests of MIT REAP.
2. A conflict of interest is a transaction or relationship which presents or may present a conflict between Cohort Participant’s obligations to MIT REAP and the Cohort Participant’s personal, business, or other interests.
3. All conflicts of interest are not necessarily prohibited or harmful to MIT REAP. However, full disclosure of all actual and potential conflicts is required.
4. All actual and potential conflicts of interest shall be disclosed by Cohort Participant to the REAP Director and Assistant Dean [of MIT Sloan Global Programs] on an annual basis and/or whenever a conflict arises. The REAP Director and Assistant Dean [of MIT Sloan Global Programs] shall make the final determination as to whether a conflict exists and what subsequent action is appropriate (if any). The Assistant Dean [of MIT Sloan Global Programs] shall inform the Cohort of such determination and action. The REAP Director and Assistant Dean [of MIT Sloan Global Programs] shall retain the right to modify or reverse such determination and action, and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.
5. *At no time* should a Cohort Participant represent themselves as an MIT, MIT Sloan, MIT Sloan Global Programs or MIT REAP employee or mislead people into believing that they are MIT, MIT Sloan, MIT Sloan Global Programs, or MIT REAP employee.
6. Questions should be directed to Travis Hunter, Director, MIT REAP, at huntert@mit.edu.



MIT REAP BRANDING POLICY

The purpose of this policy is to inform the Cohort Participant about the appropriate usage of the MIT REAP brand while participating as a Cohort Participant with MIT REAP, and applies to all participants of Cohort teams.

- MIT Use of Institute Name Policy. When referencing participation, Cohort Participant will refer only to MIT REAP, and *will not* reference MIT, MIT Sloan, MIT Global Programs, or any other entity associated with the Institute. MIT REAP's name must not be used in ways that suggest or imply the endorsement of other organizations, their products, or their services. The use of MIT REAP's name, logo, photographs, and videos in the advertising and other promotional material and activities of outside organizations is prohibited when such use is likely to be understood as an endorsement, even if such an endorsement is not the intention of the person or organization seeking to use MIT REAP's name. All proposals, therefore, for the use of MIT REAP's name or other identification in advertising, sales literature and videos, and commercial publicity must be submitted to the MIT Technology Licensing Office.
- Program Name Style. When first referencing MIT REAP in print or online, its full name – The Massachusetts Institute of Technology Regional Entrepreneurship Acceleration Program – must be used before using the acronym “MIT REAP.” Subsequent references in the same document, individual webpage, or content piece may use “MIT REAP.”
- MIT REAP Logo Usage. Use of the MIT REAP logo in any form is prohibited. This logo is for use by MIT only. Use of the MIT Institute logo, MIT Sloan School of Management logo, MIT Global Programs logo, or any other Institute logo is also prohibited.
- Customized MIT REAP Team Logo. A customized color MIT REAP logo *with Cohort Participant team name* is created by MIT REAP and provided to each Cohort Participant within said team for appropriate use.
 - a. Cohort Participant customized logo may be used on MIT REAP program communications, print or digital (including social media), with approval. This logo may also be used on apparel and swag, with approval. Contact slater04@mit.edu for review and approval.
 - b. Cohort Participant customized logo may be used on the following business networking platforms – Facebook, LinkedIn, Instagram, and Twitter –and must be accompanied by a clear explanation of affiliation:
 - i. Current: **MIT REAP Participant, Cohort #, Team Name, Years**
(e.g.: MIT REAP Participant, Cohort 7, Abuja, Nigeria, 2019–2021)
 - ii. Alumni: **MIT REAP Alumna/us, Cohort #, Team Name, Years**
(e.g.: MIT REAP Alumna, Cohort 5, Quito, Ecuador, 2017–2019)
 - c. Cohort Participant customized logo should be used on solid backgrounds only, and *should not* appear on patterned backgrounds or over photographs.
 - d. Cohort Participant customized logo, or any other MIT logo, *may not* be used on business cards or within email signatures.



- e. Cohort Participant customized logo, or any other MIT logo, may not be used in personal presentations (e.g. PowerPoint, Prezi, etc.) or in any other documents not directly related to MIT REAP or in the scope of assigned work and projects.
- MIT REAP Brand Guidelines: For the creation of marketing or communications materials by Cohort Participants that have been approved by MIT REAP, brand guidelines and assets will be provided including brand colors, fonts, templates, and other design elements. Contact slater04@mit.edu for design guidelines and assets post approval.
 - Team Publicity on Websites or other Digital Platforms. Cohort Participants, as part of a designated team, are provided with access to a dedicated team web page on the MIT REAP website. Alternative web or digital sites may not be used to publicize team work, and the creation of a new website is prohibited. Contact slater04@mit.edu for more information.
 - Program Name Use in Social Media. When referencing MIT REAP in social media, Cohort Participant should use the @MIT_REAP handle and #MITREAP tag.
 - Participant Online, Social Media, and Printed Profiles and Bios: Participant’s social media or bio profile name/title may not contain the Institute’s name, MIT Sloan School of Management, MIT Sloan, MIT Sloan Global Programs, MIT Regional Entrepreneurship Acceleration Program, MIT REAP, or REAP. Participation in MIT REAP must not be listed under “EDUCATION” in social, online, or printed profiles. Individual’s social media profile names/titles may not contain the Institute’s name, MIT Sloan School of Management, MIT Sloan, MIT Sloan Global Programs, MIT Regional Entrepreneurship Acceleration Program, MIT REAP, or REAP.
 - Email Signature. Email Signatures for Cohort Participants may include the line below in red only in the following order:
 - a. Name
 - b. Title
 - c. Organization Name
 - d. **MIT REAP Participant, Cohort #, Team Name, Years**
(e.g.: MIT REAP Participant, Cohort 7, Abuja, Nigeria, 2019–2021)

Signature must not indicate or imply that you are an employee of MIT REAP, MIT, or any affiliates of the Institute.

- Alumni Affiliation and Representation. Upon completion of the two-year MIT REAP program, graduates become part of the MIT REAP Global Network (RGN) and are considered MIT REAP affiliates. Cohort Participants who complete the full program will also hold *MIT Sloan School of Management Affiliate Status*. MIT REAP alumni may not represent themselves as MIT alumni in any print materials or online. He or she may, however, describe him/herself as “a graduate of the MIT Regional Entrepreneurship Acceleration Program (MIT REAP).” MIT REAP will issue a certificate (not a degree) to those who complete MIT REAP’s Workshops and Action Phases. Participants may not produce their own certificates for their participation in the program.
- Press Releases: All press releases and MIT REAP team quotes must be approved prior to publication/sharing. In press release language, the use of subjective words, such as ‘leading,’ ‘cutting-edge,’ and ‘unique,’ should be avoided and all claims backed up by facts. Press



releases can be submitted for review to Daryl Slater, Associate Director of Communications and Marketing, MIT Sloan Global Programs, at slater04@mit.edu.

- Failure to comply with the above brand policy may jeopardize participation in MIT REAP. Questions should be directed to Daryl Slater, Associate Director of Communications and Marketing, MIT Sloan Global Programs, at slater04@mit.edu.

SHARING OF MIT REAP PROGRAM CONTENT

1. Copyright. All MIT REAP program content is copyrighted by MIT. No ownership or license rights to the same shall be transferred to any Cohort Participant. Cohort Participants are strictly prohibited from directly or indirectly reproducing, distributing, publicly displaying and/or publicly performing, in print, electronic or any other medium, copies of the program content, in whole or in part. No Cohort Participant may record or videotape any portion of a workshop except with the prior written consent of MIT REAP.
2. Open source content: MIT REAP open source content can be shared, but not altered, used commercially, and must have proper attribution.

PUBLICITY, CONFIDENTIALITY AND DISPUTE RESOLUTION POLICY

1. Publicity. The Cohort Participant agrees that MIT REAP may publicize any portion of content provided as a result of MIT REAP presentations (text, graphics, photos, videos, etc.), including but not limited to posting elements of a video presentation on social media channels, sharing them with traditional and social media outlets for potential publication, posting to related websites, etc. Cohort Participant will not make any press or media announcements concerning this Acknowledgement or use the name, logo, insignia or trademarks of MIT REAP or any version, adaptation, abbreviation or representation of them or the names of any trustees, officers, faculty, students, employees or agents, in any advertising, fund-raising, promotional materials or other public announcement or disclosure, without the written permission of the other. The MIT Technology Licensing Office has sole authority to grant such permissions on behalf of MIT REAP.
2. Confidentiality. The Cohort Participant agrees that any information received by during any furtherance of the Cohort Participant's obligations in accordance with this Acknowledgement, which concerns the strategic, financial, or other affairs of MIT REAP and any designated affiliates, will be treated by the Cohort Participant in full confidence and will not be revealed to any other persons, firms, or organizations, unless MIT provides written permission to reveal the information.
7. Hold Harmless. The Cohort Participant agrees to release, discharge, and hold harmless MIT and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives for damages of any kind as a result of being a Cohort Participant under this Acknowledgement.
8. Disclaimer of Warranties. MIT disclaims all representations and warranties, whether express or implied, relating to the reap program or program content, including, without limitation,



implied warranties of merchantability, non-infringement, fitness for a particular purpose and the absence of latent or other defects, whether or not discoverable. In no event shall MIT, its trustees, directors, officers, employees or affiliates be liable for incidental or consequential damages of any kind, including economic damages or injury to property and lost profits, regardless of whether such party shall be advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing.

9. Dispute Resolution. Where there is a dispute between the Cohort Participant and MIT, the Parties agree to resolve any dispute promptly and in good faith. If the Parties are unable to resolve a dispute, then either party may submit the dispute for non-binding impartial mediation. If the dispute is not resolved by mediation, either may pursue any remedy available to it under the laws of the State of Massachusetts.
10. Miscellaneous. The Cohort Participant expressly consents to be bound by the provisions of this Acknowledgement for the benefit of MIT. This Acknowledgement shall be governed by and construed in accordance with the laws of the State of Massachusetts without regard to its conflict of laws rules. This Acknowledgement may not be modified or amended except in writing signed or executed by MIT and Cohort Participant. In case any provisions (or portions thereof) contained in this Acknowledgement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Acknowledgement, and this Acknowledgement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
11. Questions should be directed to Travis Hunter, Director, MIT REAP, at huntert@mit.edu.

IN WITNESS WHEREOF, the Cohort Participant has executed this Acknowledgement on

DATE: _____

NAME: _____

ORGANIZATION: _____

SIGNATURE: _____