



### Annex C – Research Participant Agreement

**WHEREAS** University and Huawei Technologies Co. Ltd (“Huawei”) are parties to a Research and Development Cooperation Agreement No: YB2015050036 (“Agreement”) to which this Research Participant Agreement is appended; and

**WHEREAS** the undersigned is associated with University and will be involved in the Research and Development Cooperation Agreement;

**NOW THEREFORE**, in consideration of information and facilities made available to me in connection with my work in relation to the Research and Development Cooperation Agreement and other valuable consideration, I agree that:

1. **Defined Terms.** All terms denoted with initial capital letters herein shall have the meanings ascribed to them in the Research and Development Agreement.
2. **Reasonable Efforts.** I will use all reasonable efforts to achieve the objectives and deliverables defined the Research and Development Cooperation Agreement for those activities in which I am involved.
3. **Outputs.** I will co-operate fully and in good faith in discussion and agreement with all conditions regarding the Deliverables as set forth in the Research and Development Cooperation Agreement.
4. **Confidential Information.** In accordance with Section 10 of the Research and Development Cooperation Agreement, I will keep confidential all of the Confidential Information that I may receive.
5. **Publications.** I will comply with all publication conditions that are set out in Section 16.2 of the Research and Development Cooperation Agreement.
6. **Ownership.** I understand that ownership of any Deliverables shall be determined in accordance with Section 8 of the Research and Development Cooperation Agreement and the *University Policy #73 (Intellectual Property Rights)*.
7. **Invention Disclosure.** I shall keep the Principal Investigator fully and promptly informed on an on-going basis of the development of the Deliverables and shall not take any steps with respect to filing intellectual property protection for any Outputs without prior consultation with the Principal Investigator.
8. **Cooperation in Patent Matters.** I will cooperate fully in the signing of documents and taking such other steps as may be reasonably requested to obtain and maintain patent and other intellectual property protection for the Deliverables relating to the Research and Development Cooperation Agreement and in connection with any infringement action in any way relating to said Deliverables, and I will sign all documents and do all things necessary or



proper to give effect to this Research Participant Agreement and any rights granted by University under the Research and Development Cooperation Agreement.

9. **Commercialization Revenue.** I agree that allocation of the revenue, if any, from sales, royalties, licence fees or other sources received as a result of the commercialization of Outputs relating to the Research and Development Cooperation Agreement to which I contribute as an inventor shall be made in a manner consistent with the University **Policy #73** (Intellectual Property Rights).

10. **Acknowledgement.** I have obtained or have been afforded the opportunity to obtain independent legal advice with respect to this Research Participant Agreement and all documents and transactions related thereto and I fully understand the nature and consequences of this Research Participant Agreement and all documents and transactions related thereto.

11. **Restrictions.** I acknowledge and agree that I will not introduce into the Project or incorporate into the Deliverables: (a) any Open Source software code licensed under the GNU GPL or LGPL or any other license that by its terms requires, or conditions the use or distribution of such code on, the disclosure, licensing, or distribution of the Deliverables ("**Restricted Open Source Code**") or (b) any software code owned by or licensed from a third party, unless (i) I have provided Huawei prior written notice of such Restricted Open Source Code or third party software code, the license that governs such code, and any other details reasonably requested by Huawei in connection therewith and (ii) I receive Huawei's written consent for use of such code in the Deliverables (Huawei will use reasonable efforts to provide notice of consent or non-consent within ten(10) business days).

12. I acknowledge and agree that I will not incorporate into the Deliverables any Confidential Information of any third party.

By signing below, I indicate my acceptance of these terms.

DACCAMO  
Research Participant's Signature  
DANIEL CACCAMO  
Print Name  
Sept. 7/2016  
Date

Peter Buhr  
Witness' Signature  
Peter Buhr  
Print Name  
Sept 7/2016  
Date

DACCAMO  
Research Participant's Signature  
DANIEL CACCAMO  
Print Name

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Witness' Signature  
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Print Name