



Annex C – Research Participant Agreement

WHEREAS University and Huawei Technologies Co. Ltd (“Huawei”) are parties to a Research and Development Cooperation Agreement No: _____ (“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.

Research Participant's Signature

Witness' Signature

Print Name

Print Name

Date

Date

Research Participant's Signature

Witness' Signature

Print Name

Print Name



SECTION 8 – OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES

8.1 Background IPR. Each Party shall retain all ownership rights interest and title to its own Background IPR subject to the grant of rights under Section 8.3 below. No other rights or licenses are granted by a Party to the other Party in Background IPR.

8.2 Foreground IPR. Subject to Section 8.4 below (copyright), all other Foreground IPR, including patentable rights embodied in the Outputs and generated under this Agreement shall solely be owned by Huawei. Creators shall execute such documents as may be necessary to vest all such ownership title, right and interest in the Foreground IPR to Huawei, and also provide all necessary information, documentation and reasonable assistance to Huawei upon Huawei's request.

8.3 License to Background IPR. Except for Open Source Software and Cforall which shall be governed by the respective Open Source licenses, for all other Background IPR, University and Creators hereby grant to Huawei an irrevocable, non-exclusive, non-transferable, non-sublicensable, fully paid up, royalty free, worldwide, right and license to use its Background IPR for the purpose of carrying out the Project, and for any use together with the Deliverables and all Foreground IPR for any purpose.

8.4 Joint Ownership of Copyright to Distributable Software. The Parties hereby agree that the copyright to the Distributable Software within the Deliverables shall be jointly owned by the University, University Creators and Huawei and such Distributable Software shall be distributed under the BSD License, specifically, Cforall within the Background IPR needs to be released under the BSD license.

8.5 The tangible Deliverables, Outputs and Technical Samples, not including Distributable Software provided by the University and/or PI to Huawei in the performance of this Project shall be solely owned by Huawei. For greater certainty, unless otherwise provided herein, the ownership rights in the Foreground IPR within the Deliverables shall be subject to Section 8.2 of this Agreement.



8.6 Notwithstanding the foregoing, the Parties agree that the University will specifically retain the right to use all Foreground IPR only for continued non-commercial internal research and educational purposes without charge, fee or royalties.

8.7 Notification Regarding Background IPR.

8.7.1 The Parties agree that any Background IPR being introduced into the Project must be reasonably necessary and required for the performance of the Project. If during the Term, additional Background IPR is identified by the University as being necessary to complete the Project, University shall notify Huawei in writing of the intent to use such Background IPR and Huawei shall have sixty (60) days from the receipt of such notice in which to object in writing to the use of such Background IPR. If Huawei does not object within the notice period, University shall revise and update Annex B and promptly forward an updated copy of the Annex B to Huawei in accordance with Section 12 below. University hereby agrees that to the best of their knowledge, they will not use or rely upon any Background IPR not wholly owned by the University or which have been exclusively licensed to any third party or that cannot be released under the BSD License together with the Distributable Software.

8.7.2 In the event that a Party identifies during the performance of the Project that technology owned or controlled by a third party would be needed for the Project as Background IPR, such Party shall inform the other Party. The Parties shall mutually agree how and under what conditions such third party technology may be introduced into the Project.

SECTION 9 – SURVIVAL

Sections 5, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 herein shall survive any expiration or termination of this Agreement. In addition to the foregoing Sections, any other terms of this Agreement which by their nature shall extend beyond expiration or termination of this Agreement shall remain in effect until fulfilled and shall bind Parties.

Part II: General Provisions

SECTION 10 – CONFIDENTIALITY

The Parties shall comply with all their respective confidentiality obligations specified in the terms of the Non-Disclosure Agreement referenced in Annex E. The terms of this Agreement shall prevail in the event of any inconsistency between the NDA and this Agreement. For clarity, Huawei shall have the right to disclose any Confidential Information with any of its Affiliates, who shall be subject to the same confidentiality obligations under this Agreement.

SECTION 11 – REPRESENTATIONS AND WARRANTIES AND LIMITATION OF LIABILITY

11.1 Each party represents and warrants to the other party that it is duly organized, validly existing and in good standing, and it has the right and authority to enter this Agreement and do all