Intellectual Prosperities and Software Usage Agreement

Date: January 14, 2019

BETWEEN:

**Dr. Doron Nussbaum**

- and -

**Andrew Dodge**

This agreement between Dr. Doron Nussbaum and Andrew Dodge relates to the implementation of software by Andrew Dodge for Dr. Doron Nussbaum. The work (ideas) was initiated by Dr. Doron Nussbaum and will be implemented by Andrew Dodge during the period of January – May, 2019. The purpose of this agreement is to ensure that Dr. Doron Nussbaum can use the project for research or commercial implementation and continue to develop it as needed.

The project is the development of an announcement system to be used by public transportation systems and networks. The project has a number of components: passenger mobile app, driver mobile app and a backend system:

1. Passenger Mobile App – this app will allow a user to “order” a shared taxi
2. Driver Mobile App – this app will allow a taxi driver to respond to ride requests
3. Backend system – this system will interact with the Passenger App and the Driver App in order to assign passengers to taxis.
4. Development and implementation of a taxi sharing application

* Development of a user interface for an Android device
* Design a user interface for a mobile device
* Develop rudimentary components of backend component and possibly driver side application

1. **Terms of Project**
   1. The Research Project shall be conducted under the direction of Dr. Doron Nussbaum (principal investigator) who will have responsibility for the scientific and technical conduct of the research and the project.
   2. The work will be carried out by Andrew Dodge who will develop the software
   3. Andrew Dodge can submit the developed app and the associated report as part of his honours project.
   4. Andrew Dodge acknowledges that in order to work on this particular project he relinquished all intellectual rights, patent rights etc. related to the project.

1. **Ownership and Use of Research Results**.
   1. All Research and Project Results (including documentation, software requirements, software design and software code and executables) will be owned by the Dr. Doron Nussbaum. The Research Results means results of the research and/or project generated during the Term of the Agreement, including any and all intellectual property developed through the Research and/or Project.
   2. Dr. Doron Nussbaum gives Andrew Dodge permission to submit this work as his honours project.
   3. Andrew Dodge shall not continue to work or continue to develop this project after the submission of his honours project.
2. **Governing Law**
   1. This Agreement shall be governed by the laws of the Province of Ontario and the parties expressly defer to the exclusive jurisdiction of the courts of Ontario for enforcement thereof.
3. **Limitation of Liability**
   1. Neither party shall be liable to the other for any damages for loss of profit, loss of business or special, indirect, incidental, consequential or punitive damages, resulting from or in connection with this Agreement. It is recognized that the project will be submitted as is and there is no guarantee that it will work or that it is free of problems.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Dr. Doron Nussbaum Name: Andrew Dodge

Title: Associate Professor Title: Honours Student

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date