

Baylor Global Innovation Center Hack-a-Thon Participation Agreement

The Baylor College of Medicine Global Innovation Center is pleased to host and coordinate this inaugural Global Hackathon. The purpose of the Global Hackathon is to develop solutions to address healthcare delivery challenges in low resource environments.

By entering the Global Hackathon, you (“Participant”) agree to abide by this Participation Agreement (the “Agreement”), which is a binding legal agreement between the Participant and Baylor College of Medicine (“Baylor”) with respect to the Global Hackathon.

Conditions for Participation

Participant must be at least 18 years of age and a citizen or legal resident of the United States to be eligible to participate in the Hackathon. Baylor has the right, at its sole discretion, to disqualify any participant for breach of this Agreement. Baylor has the right to cancel or suspend the Hackathon with or without notice, for no reason or any reason. Baylor shall not be held liable for any damage or inconvenience caused by cancellation or suspension of the Hackathon.

Teams

Participants will be grouped into teams of 2-6 individuals, depending on the particular challenge to be addressed by the team. Team activities will be led and facilitated by a Baylor College of Medicine faculty member.

Purpose

Teams of Participants will be asked to develop new approaches and technologies (the “Entry”) to confront critical healthcare delivery challenges in low resource environments in the areas of:

- Procedural Care (surgery, anesthesia, obstetrics, endoscopy) – examples include diagnostic and treatment tools such as scopes, electrosurgical tools, and other surgical tools, kits, supplies or procedures and protocols that can be configured to deliver care in low resource settings.
- Emergency Response (i.e. responding to infectious disease outbreak or natural disasters) – examples include training applications to guide healthcare professionals on how to properly respond to challenging delivery scenarios, information systems to improve patient management and care, or other solutions or processes that will improve delivery of care in preparing for or responding to emerging health disasters.
- Teams will have access to supplies via a Hack-Shop to use for the development of their entries. Participants understand that there is no guarantee that specific supplies needed to develop their entry will be available.

Judging

Baylor Global Hackathon winners will be chosen from team Entries by a panel of judges selected by the Baylor Global Innovation Center. The judges' decision(s) will be final, binding, and uncontestable. Judgment will be based on the following criteria:

- Practicality in addressing the problems that were presented
- Applicability for low-resource environments
- Innovation
- Capacity to scale up
- Robustness

Prizes

Winning team Entries will receive the following cash prizes, to be divided equally among the team members:

- First Place \$10,000
- Second Place \$5,000
- Third Place \$2,500
- Grand Prize \$25,000

Prototype Development Funding

Entries may be eligible to receive additional funding from Baylor to support prototype development or other activities required to develop and implement the technology. The decision to offer (or not to offer) additional funding shall be at Baylor's sole discretion, and shall be subject to the terms and conditions of a separate written agreement.

Participant may be approached by a third party (or parties) regarding funding or other support to develop their Hackathon Entries. This activity is not controlled or endorsed by Baylor and Baylor is not responsible and shall not be held liable for any such third party activity.

Publicity

Participant understands that the Global Hackathon may be photographed, videotaped, recorded, and hereby grants Baylor to right to use (or to refrain from using) Participant's name and/or likeness and all footage about Participant's participation in the Global Hackathon as well as any footage regarding Participant's Hackathon entry in any matter or media that Baylor chooses without Participant's review or approval and without compensation to Participant. Participant agrees that their personal data provided as part of their participation in the Global Hackathon may be used for the purposes of the Global Hackathon.

Intellectual Property

Ownership of intellectual property rights in materials and/or inventions associated with Entries created during or connected with the Global Hackathon will be in accordance with applicable law, or may be governed by employment, enrollment, or other agreements to which the Participant is bound to comply. To the extent Participant has ownership rights in such Entry-associated intellectual property, Participant agrees to grant a non-exclusive royalty-free license for the purpose of allowing their Entry to be judged and prizes to be awarded.

Limited Liability Release and Indemnity

UNDER NO CIRCUMSTANCES WILL BAYLOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE GLOBAL HACKATHON OR THIS AGREEMENT. IF PARTICIPANT IS NOT EMPLOYED BY BAYLOR, PARTICIPANT AGREES TO INDEMNIFY AND HOLD BAYLOR, ITS FACULTY MEMBERS, SCIENTISTS, RESEARCHERS, EMPLOYEES, STUDENTS, OFFICERS, TRUSTEES AND AGENTS HARMLESS AGAINST ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY BAYLOR IN CONNECTION WITH, OR ARISING OUT OF, OR RELATING TO IN ANY WAY THE GLOBAL HACKATHON OR THIS AGREEMENT.

Governing Law

This Hackathon and Agreement shall be deemed to be subject to, and have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. No conflict-of-laws rule or law that might refer such construction and interpretation to the laws of another state, republic, or country shall be considered. This Agreement is performable in part in Harris County, Texas, and the Parties mutually agree that personal jurisdiction and venue shall be proper in the state and federal courts situated in Harris County, Texas, and agree that any litigated dispute will be conducted solely in such courts