

EXHIBIT B (STUDENT AGREEMENT)

SPECIAL INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT FOR STUDENTS ENROLLED IN Special Topics

1. General Representations

1.1. I am a student at the University of Illinois at Chicago (the “University”). I am enrolled in the for-credit course CS394 under the direction of Professor Mark Hallenbeck in the Department of Computer Science (“TIR Program”).

1.2. I understand that AbbVie (the “Company”) has agreed to provide me an opportunity to participate in a Course project designed to give me experience in solving real-world solution development problems (“Project”).

1.3. I understand that as being a part of this class, I am agreeing to participate in an internship with Company after the class is over, if offered by Company. After the internship ends, I understand that I am not an employee of Company, and I understand that I do not become an employee or independent contractor of Company or have any other relationship such as a partnership, joint venture or agency with the Company by participating in the Project or by signing this Agreement. After the internship ends, I understand that I will not be entitled to any pay, compensation, benefits or remuneration of any kind from Company as a result of my participation in the Project.

1.4. My participation in the Project is of considerable value to me in furthering my education, training and research goals.

1.5. I represent that I am at least 18 years of age and that I am voluntarily signing this Agreement with full understanding of its contents. I understand that this is a legal document that is binding on me, my heirs and representatives.

1.6. In consideration for the opportunity to participate in the Project, I agree to the following:

2. Intellectual Property Assignment

2.1. The term “Inventions” means patentable inventions or discoveries. The term “Company Inventions” means all Inventions that (a) relate to the business or proposed business of the Company and that are discovered, developed, created, conceived, reduced to practice, made, learned or written by me, either alone or jointly with others, in the course of my work on the Project; (b) utilize or incorporate Confidential Information; or (c) are discovered, developed, created, conceived, reduced to practice, made, or written by me using Company property or equipment provided by Company for performance of the Project.

2.2. By signing this Agreement, I hereby irrevocably transfer and assign to Company all Ownership Rights and interests that I may have, if any, in any and all Company Inventions. The term “Ownership Rights” means all rights, title and interest (including but not limited to Intellectual Property Rights) in property, whether that property is tangible or intangible. The term “Intellectual Property Rights” means all intellectual property and industrial property rights of any kind whatsoever throughout the world, including but not limited to patent rights, copyrights (including but not limited to mask work rights), trade secret rights, and, if recognized, Moral Rights (where “Moral Rights” means all rights related to paternity, integrity, disclosure, and withdrawal), whether or not patentable or registrable under copyright or similar statutes.

2.3. If any Company Invention cannot be assigned, I hereby grant to the Company an exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such Invention in any media now known or hereafter known. Outside the scope of my work on the Project, I agree not to (a) modify, adapt, alter, translate, or create derivative works from any Company Invention or (b) merge any Company Invention with other Inventions.

2.4. I understand that Company may later patent and commercialize the Company Inventions. I further understand that by making this assignment, I am not entitled to receive any financial benefit, including royalties, from Company or University in connection with the Company Inventions or with my participation in the Project.

2.5. I will reasonably cooperate with the University and the Company and their agents to complete and sign any other documents that may be required in order to accomplish the purposes of this Agreement, including the Consent to Release Education Records and use of Photographic Images attached to this assignment.

2.6. I represent that any Company Inventions subject to assignment by me under this Agreement will be entirely my own work and that I will not plagiarize or knowingly infringe on the rights of third parties or use third party intellectual property rights without permission, including but not limited to those of my fellow students and my instructors, in my performance of the Project; provided however, I do not make any guarantees as to the quality, commercial value or performance of any Company Inventions subject to assignment by me under this Agreement when used by Company.

2.7. I hereby acknowledge and agree that the University will provide a copy of all of my written work product submitted as a requirement of the Course to the Company and that the Company shall have the right, without any obligation of payment or other compensation to me, to use the content of such written work product for the Company’s internal research purposes.

3. Confidential Information

3.1. I understand that, in order for me to participate in the Project, Company may find it necessary to provide me access to information of the Company or of third parties that the Company (and/or the third party owner of such information) considers to be proprietary and/or confidential and that has been identified and marked as confidential. (“Confidential Information”).

3.2. Unless Company provides me prior written authorization to the contrary, I will keep all Confidential Information secret and not disclose it or use it other than for the purpose of the TIR Program for three (3) years from the date I received it (“Confidentiality Period”).

3.3. Confidential Information does not include information that: (a) is in the public domain or is general knowledge prior to Company’s disclosure to me; (b) becomes public knowledge through no action of mine; (c) the Company releases or expressly authorizes me, in writing, to release; (d) was previously known to me prior to Company’s disclosure to me; (e) is properly acquired by me from a third party that to my knowledge, was not prohibited from disclosing such information to me; (e) has been developed by me independent of Company’s disclosure to me; or (f) I am required by law or court order to disclose.

3.4. In the event I am required by law or court order to disclose Confidential Information, I will promptly provide notice to the Company and the University.

3.4. If at any time during the Confidentiality Period I want to publish, whether in writing or by oral presentation, any information associated with the Project, other than as part of the requirements of the Course (“Publication”), I will submit a draft of my proposed Publication to Company’s designated representative for review at least thirty (30) days prior to the intended Publication. If Company notifies me in writing within this thirty (30) day period that the draft contains a potentially patentable disclosure or Confidential Information, I will cooperate with Company to protect the identified information from unwanted or improper disclosure. I understand that I have no right to publish or disclose any Confidential Information, and that the Company shall have the right to determine whether a proposed disclosure contains Confidential Information.

3.5. I understand that Company may require me to delay my Publication for no longer than two months in order to file for patent protection and that Company may require me to delete Confidential Information before I can proceed with Publication.

4. Miscellaneous

4.1. I understand that I may, as a result of my participation in the TIR Program and at the Company’s discretion, be invited to visit Company facilities. I agree that, should I visit such facilities, I will at all times comply with Company rules and regulations which are communicated to me and will display respectful, acceptable behavior.

By signing below, I agree that this Agreement is retroactively effective to Wednesday (insert first day of class), January 11, 2023.

STUDENT

Yelizaveta Semikina

Signature

01/11/2023

Date

Printed Name: Yelizaveta Semikina

**University of Illinois at Chicago
Consent to Release Education
Records and
For Use of Photographic Images**

Pursuant to the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended, the University cannot disclose personally identifiable information contained in the student's education records without the student's written consent, except to the extent that FERPA authorizes disclosure without consent. See the UIC Guidelines and Procedures Governing Student Records for further explanation of the student's privacy rights.

Students may grant any third party (e.g. spouse, parent, and/or sponsor) permission to access his/her education records or any portion thereof by completing this form and returning it to the appropriate records custodian (See section III of the UIC Guidelines and Procedures Governing Student Records).

I, Yelizaveta Semikina, authorize the release of the portion of my records maintained by the professors who teach the course in the Tech-in-Residence Program (TIR Program), during AY 2022-2023 at the University of Illinois at Chicago* and described below,

To (person(s) to whom disclosure should be made):

Full Name (First, MI, Last or Name of Company
and Title of person to receive records)

Relationship to Student

S.E. Brick
Director, Technology Strategy, Resource &
Operating Model
Strategy And Continuous Improvement

principal contact for course client

Description of Records to be Disclosed:

Student work product, including written course reports, design drawings and sketches, design exploratory models, prototypes, and electronic copies of presentations.

Purpose of Request:

AbbVie serves as client and sponsor for the course. A significant component of the student experience is feedback from AbbVie executives, for which it is important to provide this material. Students have already signed intellectual property and confidentiality agreements (approved by University counsel).

In giving this authorization, I knowingly and willingly waive all privacy and confidentiality rights to which I am entitled under Federal, State or Local law or under University rules, regulations, statutes or policies. I further agree to hold the Board of Trustees of the University of Illinois, its officers, employees, representatives, agents and assigns free and harmless from any and all lawsuits or causes of action which may arise as a result of this authorization.

In addition to the above, I understand that the professional staff and such assistants, agents, photographers and technicians of the University of Illinois at Chicago and Break Through Tech may produce still photographs, motion pictures, educational closed circuit television programs, including videotapes, as well as other audio visual recordings of my image and/or of the prototypes/product

models that I may develop while participating in the classroom and other activities of the class in the TIR Program.

I hereby voluntarily and knowingly authorize the use and reproduction by the University of Illinois of any such photographs, motion pictures, electronic recordings, videotapes, etc., for any educational or promotional purpose including but not limited to (1) electronic publication on the University of Illinois at Chicago and Break Through Tech website, (2) for use in displays, flyers or advertisements promoting the University and/or the TIR Program, (3) for use in documents to be presented at professional meetings of any kind and (4) for any other educational purpose, publication, instructional situation or similar endeavor. I further understand that the University of Illinois will be unable to prevent unauthorized persons from gaining access to the Internet/World Wide Web and the University website and, as such, will be unable to prevent the copying, alteration or republication of my image. I understand and agree that I will not be compensated in any way for the use of said images and all photographs, negatives, film reels, and transparencies shall become the sole property of the University of Illinois and Break Through Tech.

My authorization includes the modification or retouching of such photographic images as the University deems necessary.

I hereby release, indemnify and forever discharge The Board of Trustees of the University of Illinois, its officers, agents, employees, volunteers, executors, heirs and assigns of and from any and all claims arising out of or in any way connected with the use, publication, and/or reproduction of my images.

I understand that this consent, both for the release of my education records and for the use of my photographic image, has no time limitation, but that I may revoke my consent at any time upon written confirmation of same.

I certify that I am over the age of eighteen (18).

Yelizaveta Semikina

Student's Signature

01/11/2023

Date

670246811

University ID Number (UIN)

EXHIBIT C (DATA PRIVACY AND SECURITY)

1. Defined Terms.

- (a) “Company Data” shall mean data which, regardless of medium (e.g., paper, electronic), Company controls by determining how, it is collected, processed, transmitted, viewed, accessed, or stored, including through third parties such as University. Company Data includes Company’s Confidential Information.
- (b) “Processing” (and its conjugates, including without limitation “Process”) shall mean any operation or set of operations that is performed upon Personal Information, including without limitation collecting, selling, renting, leasing, disseminating, making available, recording, retaining, altering, using, disclosing, accessing, transferring, or destroying.

2. Data Security.

- (a) Data Security Program. University shall maintain a documented security program that has reasonable administrative, technical, and physical safeguards that are commensurate with the laws and industry standards relevant to University’s business activities and protects Company Data according to its sensitivity. Without limitation to the foregoing, to the extent University Processes Company Data solely within Company’s controlled security environment, including through a Company approved and controlled remote access application, University and University’s Services Personnel shall not:
 - (i) download or save any Company Data to local devices such as desktop(s), laptop(s), and/or tablet(s);
 - (ii) print any documents that contain Company Data; and
 - (iii) take screen captures, photos, or video record any Company Data displayed on or projected from local devices.
- (b) Data Security Incident. In the event of any actual or suspected security incident affecting Company Data Processed by University (a “Data Security Incident”), student shall:
 - (i) immediately, and in any event no later than twenty-four (24) hours following discovery of such Data Security Incident, send written notice to faculty so University can follow Company’s data breach protocols which includes access to books, logs, and records to the extent necessary to investigate and mitigate the Data Security Incident, remediation efforts, and reporting requirements.
 - (ii) not make any statements or notifications about the Data Security Incident to any individual affected by the incident, the public or any third-party without Company’s prior written approval, except to the extent required by law.

STUDENT

Yelizaveta Semikina

Signature

Printed Name: Yelizaveta Semikina

01/11/2023

Date