

**INTELLECTUAL PROPERTY POLICY OPT-OUT AGREEMENT
FOR PARTICIPANTS IN AN UNDERGRADUATE DESIGN PROJECT (the "Agreement")**

We, Jad Khoriaty, Andrew Jia, Quynh-Anh Ly, Gregory Fischer-Rush, Walter Chacon, and Sahil Nanda, the participants (the "**Participants**") hereby declare that:

- (a) We are students currently registered at Concordia University (the "**University**") and am at the time of signing this Agreement 18 years or older;
- (b) We have read and understood the University's Policy on Intellectual Property (the "**Policy**") found at <http://www.concordia.ca/content/dam/common/docs/policies/official-policies/VPGRGS-9.pdf>;
- (c) We are participants in a Capstone or District 3 project entitled "Emergency Team Dispatcher" (the "**Project**") as briefly described in Annex A attached hereto;
- (d) The Project is not sponsored by a company, or any other third party, for which the University has entered into an agreement (the "**Project Agreement**") and to which we have signed or will sign acknowledgements. I understand that should the Project be sponsored by a company, or any other third party, for which the University will enter into a Project Agreement and to which we have or will sign acknowledgements, this Agreement shall immediately be null and void and all rights to Project intellectual property (the "**Project IP**") shall be governed in accordance with the Policy;
- (e) We understand that by signing below we are confirming our wish to pursue the protection and commercialization of Project IP on our own behalf and at our own expense, without assistance from the University.

On the basis of the above declarations, the University and the Participants agree as follows:

- (f) The University hereby disclaims any interest in or to Project IP and as a result, the Participants shall have the sole responsibility for protecting, selling, assigning, licensing or otherwise dealing with Project IP, without the involvement of, or accounting to, the University;
- (g) The Participants shall not, without prior written authorization from the duly authorized representative of the University, use any trade or service mark(s) owned or controlled by the University. Additionally, the Participants shall not use the name of the University, or of any employee, officer, director, governor, agent or representative of the University, in any advertising, publicity, research and development, or commercialization activity without the prior written approval of the authorized representative of the University;
- (h) The Participants hereby indemnify the University against all costs, suits, or claims resulting from the use by the Participants and any third party of any results or related

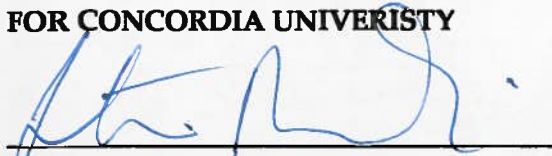
Project IP. Furthermore, the University shall not be held liable for any guidance that the Participants may receive from the University, its employees, officer, directors, agents, governors, or representatives and the Participants shall have no expectation of any particular outcome or result further to their participation in the Project;

- (i) Nothing herein shall be construed to imply a joint venture or principal agent relationship between the parties. Except as provided for in Section (d) hereto, neither the Participants nor the University shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other;
- (j) When a member of University's full or part time academic personnel (the "**Member**") has participated as an Inventor, as such term is defined in the Policy, in the creation or development of Project IP, and where such Member asserts their rights to such Project IP, the Participants and the University hereby agree that the University shall have the sole and exclusive right and authority to perform any evaluation, investigation or due diligence it may deem useful and that the Participants will cooperate fully with the University in this regard, providing relevant information and documentation as requested and signing all relevant authorizations or other relevant documents as and when requested to do so as part of the University's evaluation of the Project IP. Until such time as the University has rendered a decision in this regard, the Participants shall not disclose the Project IP to any third party; nor shall the Participants transfer, assign, alienate, license or in any way deal with any part of their right, title and interest throughout the world in and to the Project IP to any person whatsoever. Where the University determines that a Member has participated in the Project IP, this Agreement shall be null and void and all rights in such Project IP shall be governed in accordance with the Policy.
- (k) The Participants represent and warrant to the University that all Project Participants are identified below. Each Participant hereby warrants that he/she has signed this Agreement of his/her own free will. Where a student of Concordia that has not signed this Agreement asserts rights to Project IP, the Participants and the University hereby agree that the University shall have the sole and exclusive right and authority to perform any evaluation, investigation or due diligence it may deem useful and that the Participants will cooperate fully with the University in this regard, providing relevant information and documentation as requested and signing all relevant authorizations or other relevant documents as and when requested to do so as part of the University's evaluation of the Project IP. Until such time as the University has rendered a decision in this regard, the Participants shall not disclose the Project IP to any third party; nor shall the Participants transfer, assign, alienate, license or in any way deal with any part of their right, title and interest throughout the world in and to the Project IP to any person whatsoever. Where the University determines that a Concordia student other than the Participants has participated in the Project IP, this Agreement shall be null and void and all rights in such Project IP shall be governed in accordance with the Policy.

- (l) This Agreement shall be governed and interpreted in accordance with the laws of the Province of Québec, without reference to its conflict of laws rules. It shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- (m) The parties hereto have requested that this Agreement, all correspondence and documentation relating to this agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente, soient rédigées en langue anglaise.

AND THE PARTIES HAVE SIGNED, on this 30th day of September 20 14

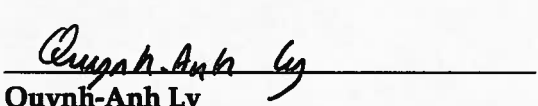
FOR CONCORDIA UNIVERSITY


Dr. Justin Powlowski
Associate VP, Strategy and Operations,
Office of the Vice President
Research and Graduate Studies

PARTICIPANTS


Jad Khoriaty


Andrew Jia


Quynh-Anh Ly


Gregory-Fischer Rush


Walter Chacon


Sahil Nanda

Annex A

Description of the Project

Client:

The "Service de Premiers Secours" (SPS) of the Canadian Red-Cross, Quebec division, Montreal section.

Context:

The SPS is a service that offers first aid coverage on the site of cultural, musical or athletic events in and around the city of Montreal. Some examples of this would be the "Festival du Jazz", the "Tour de L'île" and many more.

What is required of these volunteers, specifically, is to patrol the grounds of the event and provide a good level of medical coverage. In the event of a medical emergency or other incident that requires their attention, one or more teams are deployed to the scene of the incident. One volunteer is identified as the dispatcher for each event. His or her job is to monitor the event as a whole and dispatch various teams to the locations that require attention. At the moment this is done using a printed map and radio communication.

Brief description:

The software to be developed is a desktop application that will be used to assist the dispatcher in his task of managing and dispatching the rescue teams.

Here are a few of the requirements presented by the client:

- The software will help the dispatcher to visually move the teams around on an image of the area covered using drag and drop capabilities.
- The software will allow them to document all activities, tasks or emergency situations (and ensuing interventions) that the dispatcher handles.
- The software will have to backup and save all data produced by the dispatcher for archiving purposes.
- Ideally the software would be able to pull the location of the team leaders of each team from their radio's onboard GPS. This would, theoretically, allow for real-time monitoring of each team's position on the map.

Objectives:

- Decrease the dispatchers' workload and cognitive load, rendering him more efficient.
- Allow the dispatcher to handle a greater flow of information.
- Decrease response time in the case of an emergency.
- Increase the dispatchers' adaptability with the ability to scroll around the map on the fly in order to pinpoint the exact position of an incident.
- Automatically generate data and information on the information inputted (e.g. average response time, number of interventions, average duration of interventions...).
- Ensure that no data and documentation is lost.