SPONSORED RESEARCH AGREEMENT SRA#075078

Smart heart rate and breath rate monitoring framework using cameras

Between

University of Waterloo
Office of Research
Research Partnerships
200 University Avenue West
Waterloo, Ontario N2L 3G1
(hereinafter referred to as the "**University**")

and

Hill-Rom Services, Inc.
1069 State Route 46 East
Batesville, IN 47006 USA
(hereinafter referred to as the "**Client**")

WHEREAS the University and the Client wish to enter into this agreement to have the University perform the research as set forth in Schedule "A" in accordance with the terms and conditions of this agreement;

NOW THEREFORE in consideration of the premises and the mutual covenants, terms, conditions and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 "**Agreement**" means this Sponsored Research Agreement including all attached schedules, as the same may be supplemented, amended, restated or replaced in writing from time to time;

1.2 "**Background Intellectual Property**" means proprietary and/or Confidential Information of the University, University Research Participants, or the Client in existence prior to the Effective Date of this Agreement which is disclosed to the other for the purpose of the Research Plan;

1.3 "**Client Owned Research Results**" means the Research Results that Client purchased from the University in accordance with Subsection 7.3.

1.4 "**Confidential Information**" means the specific terms and conditions set forth in this Agreement, and any information, which is disclosed by one party to the other party for the purpose of the Research Plan provided that tangible materials are clearly marked as "Confidential", or a similar designation, and any information provided orally or visually is identified as confidential at or about the time of disclosure, and confirmed as

confidential in writing within thirty (30) days of such disclosure, but shall not include information that:

(a) is or becomes generally available to the public other than as a result of any act by a receiving party to this Agreement;

(b) is rightfully received from a third party without similar restriction or without breach of this Agreement;

(c) a receiving party is able to demonstrate, in writing, was known to it on a non-confidential basis; or

(d) was independently developed by a receiving party without the use of or reference to any of the Confidential Information.

1.5 "**Controlled Item**" has the meaning set forth in Section 2.7;

1.6 "**Effective Date**" means the date shown in Section 13.1 of this Agreement;

1.7 "**Healthcare Field**" means healthcare products, systems, devices, and services, including but not limited to, products, systems, devices and services provided by or used by caregivers, doctors, nurses, patients, and other healthcare workers in either homes, hospitals, medical clinics or centers, rehabilitation centers, acute healthcare facilities, sub-acute healthcare facilities, outpatient care facilities, long-term care facilities, nursing homes, freestanding medical facilities, surgical centers, or other patient care provider facilities.

1.8 "**Principal Investigator**" has the meaning set forth in Section 2.3;

1.9 "**Research Participant Agreement**" has the meaning set forth in Section 2.4;

1.10 "**Research Plan**" has the meaning set forth in Section 2.2.

1.11 "**Research Results**" means the technical information, know-how, models, specifications, prototypes, inventions, whether patentable or unpatentable, and other intellectual property developed by University or University Research Participants in performance of the Research Plan;

1.12 "**University Research Participants**" means University researchers, including, but not limited to, the Principal Investigator, students, post doctoral fellows, research associates, who participate in the Research Plan;

ARTICLE 2 - OBJECTIVES

2.1 The Effective Date of this Agreement is as provided in Section 13.1.

2.2 The University shall perform, or procure the performance of, the research plan as set forth in Schedule "A" (the "**Research Plan**") upon the terms and conditions hereinafter set forth.

2.3 The Principal Investigator(s) of the Research Plan shall be Dr. Alex Wong of the University's Center of Bioengineering and Biotechnology and he shall be responsible for the technical content of the Research Plan.

2.4 Each University Research Participant shall sign a Research Participant Agreement as set forth in Schedule "B".

2.5 Notwithstanding Section 2.2 hereof, the Client and the University agree that until such time as all regulatory requirements have been obtained, including all necessary approvals of any regulatory or research ethics board concerned, no work requiring such regulatory or ethics approvals shall commence (excepting any preliminary preparations which are not restricted by such requirements). For greater certainty, any delay in obtaining such approvals shall not be considered a default or breach by either the Client or the University.

2.6 The Client and the University acknowledge that some research, particularly that in the natural sciences and engineering, may be subject to export control laws and regulations of Canada or the U.S. For example, transmitting the results of, or information about, certain research may require first obtaining an export permit or other authorization. Certain research may also be subject to regulation by the Controlled Goods Directorate (CGD) of Public Works and Government Services Canada (PWGSC), in accordance with the *Defence Production Act* (DPA) and the Controlled Goods Regulations (CGR). Information may be obtained from the CGD Website at: http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html

2.7 The parties are not aware of the Research Plan containing or resulting in, items subject to these laws and regulations (a "**Controlled Item**"). In the event that a Controlled Item is identified in the Research Plan by either party, then the Client and the University shall comply with all applicable Canadian and U.S. export control laws and regulations. In the event that the Client wishes to include a Controlled Item into the Research Plan at any time during the term of this Agreement, then the Client and the University agree as follows:

(a) the Client shall promptly notify the University of the Controlled Item's classification prior to any shipment or transmission to the University;

(b) the University may, at the University's sole discretion, accept or reject the delivery of the Controlled Item; and

(c) in the event that the University rejects the delivery of the Controlled Item, such rejection by the University shall not constitute a breach of this Agreement.

ARTICLE 3 - FEES

3.1 In consideration of the University carrying out the Research Plan, the Client shall pay the University the initial sum of thirty thousand dollars ($30,000 USD), which amount is inclusive of overhead expenses ("Initial Payment"). In addition the parties agree that the Client will provide a further $22,000 US ("Purchase Price") if Client elects, in accordance with Section 7.3, to own all Research Results.

3.2 The Initial Payment shall be paid by the Client electronically or by cheque made payable to the University of Waterloo (Attn: Finance Department, EC5, 200 University Avenue West, Waterloo, Ontario N2L 3G1) according to the following payment schedule:

(a) $10,000 USD upon the Agreement execution;

(b) $10,000 USD due upon completion of the second milestone identified in the Research Plan in Schedule A; and

(c) $10,000 USD upon submission of the final report.

3.3 Invoices to the Client shall be sent to

Hill-Rom Services, Inc.
ATTN: Yongji Fu, R&D Early Innovation Group
1069 State Route 46 East
Batesville, IN 47006 USA

3.4 Interest on overdue accounts will be charged at the prevailing interest rate as of the date the payment is considered overdue for amounts not paid within thirty (30) days of submission of invoice.

3.5 The University shall not be obliged to perform any work beyond the Research Plan which would cause the aggregate costs to exceed the amount set forth in Section 3.1.

ARTICLE 4 – RESEARCH RESULTS

4.1 The University, through the Principal Investigator, will provide the Client with progress reports in accordance with the terms set forth in Schedule "A".

4.2 On or within thirty (30) days following the completion of the Research Plan, the University, through the Principal Investigator, will provide the Client with a final report of the Research Results.

ARTICLE 5 - EQUIPMENT

Unless otherwise agreed upon by the Client and the University in writing, or specifically provided for pursuant to the terms of this Agreement, all equipment and materials purchased by or provided to the University for the carrying out of the Research Plan, shall be, and remain, the property of the University.

ARTICLE 6 - CONFIDENTIALITY

6.1 All Confidential Information will remain the property of its owner or the party that furnished it as the case may be.

6.2 For a period of five (5) years from the date of disclosure of Confidential Information, the receiving party agrees to maintain in confidence all Confidential Information disclosed to it with the same degree of care as the receiving party normally takes to preserve its own confidential information of similar grade, but in any event, no less than a reasonable degree of care.

6.3 The receiving party may only disclose Confidential Information to persons with a "need to know" who shall be made aware of, and be required to observe and comply with the covenants and obligations contained herein, and the Confidential Information shall only be used for the purpose of the Research Plan.

6.4 A receiving party may disclose only the portion of the Confidential Information which it is legally obligated to disclose pursuant to the requirements of a government agency or pursuant to a court order, provided that the receiving party gives the disclosing party sufficient notice to enable it to seek an order limiting or precluding such disclosure.

ARTICLE 7 - INTELLECTUAL PROPERTY

7.1 All aspects and parts of the Background Intellectual Property shall be exclusively owned by its owner and nothing herein shall serve to, or should be construed to transfer any ownership rights whatsoever in the Background Intellectual Property. Such Background Intellectual Property may be used by the receiving party solely and to the extent required to perform that party's obligations in performing the Research Plan and to practice the Research Results. The limited license granted herein shall not be transferrable to any third party and will automatically terminate upon expiration or termination of this Agreement. Any further use of the Background Intellectual Property shall be on terms and conditions to be agreed upon in writing between the parties.

7.2 Unless Client pays University the Purchase Price in accordance with Section 7.3, all Research Results developed by the University shall be owned by the University. University shall and hereby does grant to Client an exclusive, irrevocable, royalty-free, perpetual, worldwide, transferable and sub-licensable right and license in and under the Research Results, for the unrestricted use and reproduction of the same relating in any way to making, using, and selling products and services, or otherwise for its business purposes in the Healthcare Field. The University Research Participants are required to promptly disclose the Research Results to the University and to the Client. The Client will consult with the University Research Participants on any patent filings, providing adequate opportunity for input, and correctly name all inventors who contributed creatively to the invention. Copyrighted and written materials, such as student theses and journal publications, remain the property of the University Research Participants who created them. In respect of computer software, the Client is hereby granted a perpetual, non-exclusive, royalty-free license with right to sub-license for any purpose.

7.3 Client shall have the option to pay University the Purchase Price specified in Section 3.1 to acquire all rights, title, and interest in and to the Research Results at any time during the performance of the Research Plan, or within thirty (30) days after completion of the Research Plan and delivery of the final report to Client, whichever is later ("Option Period"). If Client elects to pay University the Purchase Price, then University shall assign all rights, title, and interest in and to the Research Results to Client, and, without further compensation, perform such lawful acts and execute all further documents, and cause the Principal Investigator and the University Research Participants to execute all further documents, as Client may reasonably request to effectuate fully the assignment of such patents and applications. University shall assist in any enforcement elected by Client, at Client's expense. Any damages or other recovery from any such action shall be for the sole benefit and in the sole discretion of Client.

7.4 The parties agree the University will specifically retain the right to use the Research Results and the data disclosed by Client for non-commercial continued research and educational purposes without charge, fee, or royalties notwithstanding Section 7.2. University agrees to abide by Article 8 with respect to Client's Confidential Information for any publications or presentations.

7.5 If Client elects to pay the University the Purchase Price, should the University Research Participants develop any improvements, algorithms or other new intellectual property while using the Research Results or data ("Post Project IP"), for a period of two (2) years following the termination of this agreement University shall notify Client of the existence of such Post Project IP, and hereby grants Client the right to negotiate an exclusive license or purchase the Post Project IP ninety (90) days prior to University offering or otherwise entering into discussions with any third parties regarding a license, assignment, or other grant of rights in such Post Project IP. For the sake of clarity, University acknowledges that Client's Background IP is not sublicensable and shall not be included in any license by University of the Post Project IP to a third party. Nothing in this Agreement constitutes the grant by Client of a license of any type under any patent, copyright, trademark, or other intellectual property right owned, applied for, or controlled by Client, except as specified in Section 7.4.

ARTICLE 8 - PUBLICATION

8.1 The Client and the University agree that it is part of the University's function and policies to disseminate information and to make it available for the purpose of scholarship.

8.2 At any time during the term of this Agreement and for two years following, the University will provide the Client with a draft copy of any proposed publication or disclosure of Research Results or Client-Owned Research Results for its review at least sixty (60) days before submission for publication or disclosure. Such draft copy shall not include the Client's Confidential Information. Upon the Client's written request, which shall be received by the University within the same sixty (60) day period, the University will:

(a) delete any Confidential Information of the Client from the proposed publication or disclosure, to the extent any were inadvertently included; or

(b) delay publication, subject to Section 8.3, up to a maximum of sixty (60) additional days for the purposes of filing for intellectual property protection on terms and conditions to be negotiated and agreed upon by the Client and the University.

8.3 Notwithstanding Subsection 8.2(b), the University retains the right to have any thesis reviewed and defended without delay for the sole purpose of academic evaluation in accordance with the University's established procedures. The University will, in consultation with the student and the Client, determine if such a publication delay as set forth in Subsection 8.2(b) will be provided. The Client may request that a thesis defense be held in camera and that the members of the thesis examination board, including the external examiner(s), be required to sign a non-disclosure agreement. External examiners shall not include any entity whose commercial interests are in competition with Client. For the sake The University shall determine in its sole discretion if such request shall be granted.

8.4 Notwithstanding the foregoing, if University desires to publish any Client Owned Research Results, then University and Client shall discuss the Client owned Research Results that University desires to publish in order to minimize the unnecessary disclosure of information of competitive value. Regardless of such discussion, the provisions of 8.2 and 8.3 apply without modification.

8.5 Subject to the University's ability to publish under the publication mechanisms described above, the parties agree that (1) unpublished Research Results shall be maintained in confidence during the term of this Agreement, and (2) unpublished Client Owned Research Results shall be maintained in confidence in perpetuity.

ARTICLE 9 - INDEMNITY

9.1 The Client agrees to indemnify and save harmless the University, its affiliates, directors, officers, employees, agents, students and representatives from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings (individually a "**Claim**" and collectively the "**Claims**") by any third party based upon, occasioned by, or attributed to actions, errors, omissions, or negligence of the Client its directors, officers, employees, agents or representatives during the performance of this Agreement, except to the extent such Claim(s) are attributable to the gross negligence or wilful misconduct of the University.

9.2 The University agrees to indemnify and save harmless the Client, its affiliates, directors, officers, employees, agents and representatives from and against all Claims by any third party based upon, occasioned by, or attributed to actions, errors, omissions, or negligence of the University its directors, officers, employees, agents or representatives during the performance of this Agreement, except to the extent such Claim(s) are attributable to the gross negligence or wilful misconduct of the Client.

9.3 The indemnity in this Article 9 shall not affect or prejudice a party from exercising any other rights it may have under the law.

ARTICLE 10 – REPRESENTATIONS AND WARRANTIES AND LIMITATION OF LIABILITY

10.1 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 acts and things as required or contemplated to be done, observed and performed by it hereunder.

10.2 The University makes no warranty, express or implied, concerning the Research Results under this Agreement, which are all provided "as is". THE UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE RESEARCH RESULTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

10.3 NEITHER THE CLIENT NOR THE UNIVERSITY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED REVENUE OR ANY EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 11 - INSURANCE

11.1 Client shall obtain and maintain comprehensive general liability insurance and any other insurance that a prudent person would deem necessary, in the minimum amount of $5,000,000 with respect to its operations. Such limits may be satisfied by a combination of primary and excess/umbrella liability policies. Such insurance shall include the University as an additional insured and shall contain provisions for cross-liability and severability of interest, and the Client shall provide a certificate of insurance as evidence of such coverage if requested by University.

11.2 University shall obtain and maintain comprehensive general liability insurance and any other insurance, for example but not limited to, pollution liability insurance as circumstances warrant, that a prudent person would deem necessary, in the minimum amount of $5,000,000 with respect to its operations. Such insurance shall contain provisions for cross-liability and severability of interest, and the University shall provide a certificate of insurance as evidence of such coverage if requested by the Client.

ARTICLE 12 – PERMITS & LICENSES

12.1 For work to be carried out off the University's premises, the Client shall identify any permits, licenses or other required by any governing authority in relation to any of the work to be performed and agrees to obtain or to assist the University to obtain such permits, licenses or other.

ARTICLE 13 – TERM & TERMINATION

13.1 This Agreement shall come into effect upon the Effective Date December 01, 2016, and unless earlier terminated in accordance with the terms hereof, shall terminate on September 01, 2017 ("Expiration Date"). This Agreement may be terminated by the Client upon sixty (60) days written notice to the University.

13.2 This Agreement may be terminated by the University upon sixty (60) days written notice to the Client if circumstances beyond the University's control preclude continuation of the Research Plan.

13.3 Upon termination of this Agreement by either the Client or the University, the University will be reimbursed by the Client for all costs and non-cancellable commitments incurred by the University in the performance of the Research Plan, such reimbursement not to exceed the Initial Payment set forth in Section 3.1.

13.4 Termination as set forth in this Article 13 shall not relieve any of the parties of any obligations accrued under this Agreement prior to the date of termination. Each of Articles 5 (Equipment), 6 (Confidentiality), 7 (Intellectual Property), 8 (Publication), 9 (Indemnity), 14 (General Provisions), Sections 10.2 (Disclaimer), 10.3 (Limitation of Liability) and 13.4 (Reimbursement for expenses), 13.5 (Survival) shall survive termination of this Agreement.

ARTICLE 14 – GENERAL PROVISIONS

14.1 The Client shall not use the name, or any variation, adaptation, abbreviation, trademark or other, of the University, nor the name of any member of the University's staff or governors, in any publicity without the prior written approval of an authorized representative of the University. Subject to Section 14.2, the University will not use the name of the Client, or any variation, adaptation, abbreviation, trademark or other, nor the name of any employee of the Client, in any publicity without the prior written approval of the Client.

14.2 The University may at its own discretion provide a brief listing of this Research Plan as part of any public statement disclosing research taking place at the University. Such disclosure will be limited to the title of the Research Plan, the name of the Client, the name of the Principal Investigator, and the amount of funding.

14.3 The parties are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venturer with the other party. Neither party has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

14.4 University of Waterloo Contact Names

Administrative Contact:	**Financial Contact:**
Jennifer Ranford	Joe Henhoeffer
Manager	Manager
Research Partnerships	Research Finance

14.5 Any notice pursuant to this Agreement shall be in writing and shall be given by hand delivery or sent by registered mail, courier, email or facsimile addressed to the other party at the address set out below or to such other person or address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications shall be received and effective: (a) upon the date of delivery if delivered personally; or (b) on the date of receipt of confirmation by answer-back, in the case of mail, email or facsimile.

University:

Jennifer Ranford, Manager
Research Partnerships
University of Waterloo
Office of Research
200 University Avenue West
Waterloo, Ontario N2L 3G1

Phone: 519-888-4567 Ext. 38559
E-mail: j.ranford@uwaterloo.ca

Client :

Yongji Fu, Innovation Team Leader
Hill-Rom Services, Inc.
1069 State Route 46 East
Batesville, IN 47006 USA

Phone: 812 931 2377
E-mail:Yongji.Fu@hill-rom.com

14.6 For this Agreement, neither the Client nor the University shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties or governmental action.

14.7 Unless otherwise specified in this Agreement, this Agreement shall supersede all documents or agreements, whether written or oral, in respect of the subject matter thereof. For greater clarity, no direct or indirect separate arrangement, whether oral or written, with the Principal Investigator or other person, involving any component of the work to be performed, is permitted unless prior agreement, in writing, is given by the authorized signing authorities of the Client and the University. The Client acknowledges and agrees that the University provides no insurance coverage whatsoever to faculty

members or other university persons who may provide direct or independent services relating to this Agreement.

14.8 The terms herein stipulated may not be modified in any way without the mutual consent of the Client and the University in writing given by their authorized signing authorities.

14.9 This Agreement shall not be assigned by either the Client or the University without the prior written consent of the other party, such consent not to be unreasonably withheld. The University and the Client shall not subcontract any work to be performed under this Agreement without the prior written consent of NSERC and the other party (such consent not to be unreasonably withheld).

14.10 In the event that a translation of this Agreement is prepared and signed by the Client and the University for the convenience of the Client, this English language version shall be the official version and shall govern if there is a conflict between the two.

14.11 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

14.12 The Parties agree that an electronically submitted signature-whether by fax, email or the like - shall be treated as if it were an original signature and neither Party shall contest the validity of this Agreement based upon the use of electronically transmitted signatures.

14.13 The following appendices are attached to and form part of this Agreement:

Schedule A – Research Plan

Schedule B – Research Participant Agreement

IN WITNESS WHEREOF the Client and the University hereto have executed this Agreement in a legally binding manner.

) **UNIVERSITY OF WATERLOO**
)
)
) Per: _____
) Name:
) Title:
) I/We have the authority to bind the corporation
)
) _____
Date

)
) **For the Client:**
)
) Per: _____
) Name: Eric Agdeppa
) Title: Executive Director Innovation
)
) I/We have the authority to bind the corporation

11 April 2017
Date

Acknowledgment and Consent of Principal Investigator

I, having read this Agreement, hereby agree to comply with all the terms and conditions contained herein and further agree to ensure that all University Research Participants who are involved in the Research Plan are informed of their obligations under the provisions of this Agreement and have acknowledged and consented by signature of a Research Participant Agreement (Schedule B).

_____ Date: _____

Prof. Alex Wong

SCHEDULE A

RESEARCH PLAN

1st Stage

Assist Hill-Rom in identifying a low cost camera module that is sensitive enough in the near infrared range, and that would enable pulse rate (PR) and respiratory rate (RR) monitoring through CHI:

- Select the adequate optical components
- Select the adequate lighting equipment
- Select the appropriate camera module
- Determine appropriate camera location to enable proper CHI analysis

Hill-Rom to send video records of simulated subject in bed to Alex's team.

Alex's team to run CHI algorithm on video files to determine the adequacy of the tested components.

Alex's team to advise on camera technology and optical components during image quality optimization.

This stage to be completed by end of November 2016.

1st Milestone: $10K

2nd Stage

Development of algorithm to track PR and RR via NIR-sensitive camera:

- Design image processing technique to extract waveform from relevant pixels.
- Determine approach to extract RR from PR data
- Determine PR and RR measurements accuracy

This stage to be completed by end of May 2017.

2nd Milestone: $10K

3rd Stage

Test and implementation of patient monitoring algorithm:

- Test measurement technique on simulated subjects

- Determine limitations of technological approach

- Assist in implementation of algorithm in Video Sensing Prototype

This stage to be completed by end of September 2017 (Depending on advancement of prototype).

3rd Milestone: $10K

SCHEDULE B

RESEARCH PARTICIPANT AGREEMENT

WHEREAS the University of Waterloo and the Client are parties to a Sponsored Research Agreement number # 075078 to which this Research Participant Agreement is appended; and

WHEREAS the undersigned is associated with the University of Waterloo and will be involved in the Research Plan defined by the Sponsored Research Agreement;

NOW THEREFORE, in consideration of information and facilities made available to me in connection with my work in relation to the Research Plan 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 Sponsored Research Agreement.

2. **Reasonable Efforts.** I will use all reasonable efforts to achieve the objectives and deliverables defined in the Article 2 of the Sponsored Research Agreement for those activities in which I am involved.

3. **Research Results** I will co-operate fully and in good faith in discussion and agreement with all conditions regarding Research Results as set forth in Article 7 of the Sponsored Research Agreement.

4. **Confidential Information.** In accordance with Article 6 of the Sponsored Research 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 Article 8 of the Sponsored Research Agreement.

6. **Ownership**. I understand that ownership of any Research Results shall be determined in accordance with Article 7 of the Sponsored Research Agreement, as per Article 3(A) (third bullet) of *University of Waterloo Policy #73 (Intellectual Property Rights)*.

7. **Invention Disclosure.** I shall keep the University and the Principal Investigator fully and promptly informed on an on-going basis of the development of Research Results and shall not take any steps with respect to filing intellectual property protection for any Research Results without prior consultation with the University.

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 Research Results relating to the Sponsored Research Agreement and in connection with any infringement action in any way relating to said Research Results, 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 the University under the Sponsored Research Agreement.

9. **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.

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
Date	Date
Research Participant's Signature	Witness' Signature
Print Name	Print Name
Date	Date
Research Participant's Signature	Witness' Signature
Print Name	Print Name
Date	Date

Research Participant's Signature	Witness' Signature
Print Name	Print Name
Date	Date
Research Participant's Signature	Witness' Signature
Print Name	Print Name
Date	Date
Research Participant's Signature	Witness' Signature
Print Name	Print Name
Date	Date