

THIS FORM MUST BE SIGNED BY ALL ADVISORS AND STUDENTS PARTICIPATING IN THE ECOCAR
MOBILITY CHALLENGE FOR ACADEMIC YEARS 2018-2023 AND A COPY OF THE SIGNED AGREEMENTS
RETURNED TO GENERAL MOTORS

The EcoCAR Mobility Challenge for Academic Years 2018-2023
Participation Agreement: Release of Liability, Non-Disclosure and Rules

In consideration of being allowed to participate in the EcoCAR Mobility Challenge (the "Project") during all or part of academic years 2018-2023 by working on a 2019 Chevrolet Blazer ("Vehicle") donated to Embry-Riddle Aeronautical University ("University") by General Motors LLC ("GM"), the undersigned ("Participant") agrees to the following:

1) **Release of Liability. The Participant:**

- a) Acknowledges and fully understands that he/she will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from his/her own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used;
- b) Acknowledges and further understands the risks of automotive work, and that there may be other risks not known or not reasonably foreseeable at this time, and acknowledges the risk of injury and even death;
- c) Acknowledges that participation in the Project is voluntary and Participant freely chooses to participate until the end of the Project in 2023 ("Project End Date") or for a shorter period as determined by eligibility to participate;
- d) Assumes all the foregoing risks and accepts personal responsibility for the damages and medical expenses following any such injury, permanent disability or death; and
- e) Fully understands that GM accepts no responsibility for Participant's personal actions while he/she is participating in the Project, or for any claims arising directly or indirectly out of Participant's participation in the Project; and therefore, Participant releases and discharges, indemnifies and holds harmless GM and its successors, assigns, subsidiaries, and affiliates, and such entities' respective officers, directors, employees, servants, and agents, as well as all distributors, dealers and sellers of GM products, for any liability for damage to or loss of personal property, sickness or injury of every kind and description (including death), from whatever source, legal entanglement, imprisonment, loss of money, etc., which might occur during, or as a result of, the Participant's participation.

2) **Non-Disclosure of Confidential Information and Rights**

- a) All information (whether in audio, visual, drawing, graphical, written, or computer form or any other form) about the Vehicle and other donated components that belong to GM that is marked or communicated at the time of or within 45 days of presentation to be "Confidential", "Secret" or "Proprietary" is proprietary to GM and is subject to restrictions on its use ("Confidential Information"). Due to the nature of the Confidential Information and how the Confidential Information may be shared, the designation may be included on a document name, a file name, a coversheet, or a cover letter.
- b) As a condition of access to the Confidential Information and participation in the Project, the Participant will:

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- i) Only use Confidential Information in connection with his/her participation in the Project and not for any other purpose, whether commercial or non-commercial;
 - ii) Not disclose any Confidential Information to anyone other than other Project team members at his/her University;
 - iii) Comply by the University's procedures to keep Confidential Information secure;
 - iv) Not make any copies of any Confidential Information, excluding those copies made on secure storage systems for access to CAD data, unless Participant has written permission from GM;
 - v) Return to the University for destruction by the University or for return to GM all Confidential Information and any copies that have been made at the completion of the University's entry in the Project, even if the University's team fails to finish its entry;
 - vi) Not seek any additional information from anyone at GM unless by request through the official GM competition organizer (GM Mentor, GM Program Manager, or GM Technical Leads) as it is important that all teams have access to the same information;
 - vii) Maintain confidentiality of all Confidential Information for a period of five (5) years after the Project End Date; and
 - viii) Agree that ownership of any intellectual property generated by a Participant who is a student and developed during work on the Project is owned by the student and further agree that GM and its affiliates have the right to make, have made, sublicense, or otherwise use that intellectual property in GM's business activities.
- c) Participant further acknowledges and fully understands that failure to abide by these restrictions on the use and handling of Confidential Information may result in the immediate termination of Participant's University team's participation in the Project and GM may file an individual action against Participant if he/she violates any of the terms of confidentiality set forth above.
- 3) **Use of GM parts.** Participant may not sell or use any parts/components/assemblies obtained from GM on any other vehicle not entered in the Project without explicit approval from GM. This includes parts removed from the Vehicle, parts obtained through GM Blue Dollars, or parts obtained by other means from GM.
- 4) **Export Control.** Participant will comply with all applicable U.S. export control laws and regulations. Participant will not send or share any Confidential Information in violation of U.S. export control laws and regulations. Participant confirms that he/she is not an agent, employee, or contractor of a government entity, business entity, or other organization in Cuba, Iran, North Korea, Sudan or Syria.
- Select commodities, materials, software, and technology in the Project may be specifically listed in the U.S. Munitions List of the ITAR or the Commerce Control List of the EAR ("Controlled Item"). Any Controlled Items that arise during the course of the Project will be handled in the following manner:

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- a) GM will notify the Participant of the Controlled Item's classification prior to any shipment or transmission.
- b) Participant will have an opportunity to accept or reject the delivery of the Controlled Item prior to sharing or transfer to the Participant.
- c) Rejection of a Controlled Item will not constitute breach of this Agreement.
- d) GM will assess the impact of the Controlled Item rejection to determine if the Participant may continue work on the Project or whether the Project can continue or not.

I have read the above information thoroughly and agree to its terms and conditions.

Signature of Student or Professor
Participant

Printed Name of Student or Professor
Participant

Date

Signature of Student Advisor
(for Student)

Printed Name and Title

--OR--

Signature of Authorized University Representative
(for Professor)

Date

Name of University