

## **PARTICIPANT ACKNOWLEDGMENT, LICENSE AND RELEASE**

**Printed Name:** \_\_\_\_\_ (“Participant”)

**Description of Participation:** Participant hereby accepts an invitation from the Research Triangle Institute (“RTI”) to participate in Air Force CyberWorx’s Commercial Solutions for Classified Project scheduled for August 10, 12, and 14, 2020 (the “Project”). The purpose of the Project is to generate designs that address the following design question: “How might we use Commercial Solutions for Classified (CSfC) to solve problems in the Department of Defense and Joint communities?”

### **Participant Acknowledges and Agrees that:**

- Participation in the Project is voluntary and without monetary compensation from the U.S. Air Force (“Client”) or RTI and is of benefit to Participant.
- RTI is a non-profit that organizes and facilitates collaborative work sessions, such as the Project, between Client and organizations like Participant.
- All costs related to Participant’s participation in the Project shall be borne by Participant.
- Participant is expected to follow all instructions and guidelines for the Project as may be issued from time to time by Client or RTI.
- Participant’s participation may be terminated by RTI or Client at any time for any reason.
- To the extent that ownership of Participant is in whole or part vested in foreign entities or persons, Participant’s participation in the Project is subject to approval by RTI and/or Client, and may be subject to certain restrictions imposed by RTI and/or Client.
- The Project is not expected to generate patentable subject matter during the Project period.
- Ideas, thoughts, solutions and the like are not in and of themselves protectable intellectual property.
- Participant is not required to disclose any intellectual property created, developed or otherwise owned by it prior to the Project.
- Participant’s participation in the Project shall not infringe the contract, intellectual property or other proprietary rights of any third party.
- Information related to the Project shall not be released outside Participant’s organization without express written authorization from Client and RTI.

### **Intellectual Property Ownership**

- The copyrights in and to works generated by Participant during Participant’s participation in the Project (the “Works”) are owned by Participant.
- Jointly-developed works will be jointly owned by the creators unless otherwise agreed.
- The Works may include, but are not limited to, computer software code and related materials.
- The definition of Participant excludes Client and RTI.
- As the copyright owner of the Works, each participant shall have the right to copy, distribute, display, create derivative works, license, sublicense, exploit and otherwise use the Works, without the need for authorization from or compensation to any other participants.

### **Photograph and Video Usage**

- Participant grants permission to the rights of Participant’s image, likeness and voice as recorded on audio or video tape without payment or any other consideration to Client or RTI. Images may be edited, copied,

exhibited, published or distributed and Participant waives the rights to inspect or approve the finished product wherein Participant's likeness appears.

- Participant hereby waives any rights to royalties or other compensation arising or related to the use of Participant's image or recording, in any medium existing now or in the future. Participant also hereby waives any moral rights that may apply.

### **License**

- In exchange for Participant's involvement in the Project and the benefit of such involvement, Participant hereby grants Client and RTI a perpetual, irrevocable, royalty-free, sublicensable license grant to distribute, display, create derivative works, license, sublicense, exploit and otherwise use the Works, without the need for authorization from or compensation to Participant.

### **Representations and Warranty**

- Participant represents and warrants that the Works do not infringe on the rights of Participant or any third party, including, but not limited to, any copyrights, patents, or other property rights.

### **Release and Indemnification**

- Participant hereby forever releases and agrees to hold RTI harmless from and against any and all claims, suits, actions or proceedings arising out of, resulting from, or alleging: (1) Participant's breach of any representation and warranty in this Acknowledgement, License and Release (the "Agreement"); (2) infringement of the Works by any other participant or Client (but not by RTI); and/or (3) Participant's breach, violation, infringement or contributory infringement of the contract, or proprietary rights of any third party, or of this Agreement

### **Formalities**

- Participant shall at all times comply with the laws of the United States and the State of North Carolina, and any Client rules or regulations applicable to Participant or the Project.
- Participant is under no obligation to sign this Agreement, but if it does sign it does so voluntarily, without duress, fully understanding its rights and having had the chance to consult an attorney.
- This Agreement is binding on Participant and its employees, directors, agents, attorneys, successors and assigns.
- Terms of this Agreement related to compensation and costs, intellectual property infringement and ownership, RTI's obligations and liability, confidentiality and the license and release shall survive termination of this Agreement (and the end of the Project).

### **Choice of Law/Venue**

- This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. With respect to any suit, action or other proceedings relating to the Agreement (collectively "Proceedings"), Participant irrevocably (1) submits to the exclusive personal jurisdiction of the United States District Court for the District of North Carolina; and (2) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, waive any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have personal jurisdiction over such Participant.

**Citizenship**

By signing this agreement, Participant represents and warrants that it is a citizen of the United States of America.

**Signature:** \_\_\_\_\_

\_\_\_\_\_

**Date**

**Company:** \_\_\_\_\_  
**(Participant)**