

## SPONSORED ACADEMIC RESEARCH AGREEMENT

THIS SPONSORED ACADEMIC RESEARCH AGREEMENT (this "Agreement") effective as of 26 July, 2016 (the "Effective Date"), is by and among Facebook, Inc., a Delaware Limited Liability Company and its Affiliates ("Facebook"), and each of the parties listed on Exhibit A hereto (each referred to herein as a "University" and collectively as the "Universities").

WHEREAS, the parties desire to create a master agreement governing the future performance of scientific research; and

WHEREAS, Facebook and each University performing research hereunder believe that the performance of scientific research hereunder will be of mutual interest to Facebook and such University, will foster the development of scientific knowledge, and will further the instructional and research objectives of such University in a manner consistent with its status as a non-profit, tax exempt, educational institution.

NOW, THEREFORE, the parties agree as follows:

**1. DEFINITIONS.**

"Affiliate" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Facebook. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

"Agreement" is defined in the preamble.

"Background IP" is defined in Section 5.4.

"Confidential Information" means confidential or proprietary data or information disclosed by a Disclosing Party to a Receiving Party under this Agreement: (a) in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure; and (b) in verbal form, if it is identified as confidential at the time of disclosure, and confirmed in a written summary designated as "confidential" or "proprietary" by the Disclosing Party within thirty (30) days after disclosure; provided, however, that Confidential Information will not include data or information (i) previously known by the Receiving Party without any obligation to keep it confidential prior to receipt of such Confidential Information; (ii) received rightfully by the Receiving Party without any obligation to keep it confidential; (iii) distributed to a third party by the Disclosing Party without restriction; (iv) explicitly approved for release by written authorization of the Disclosing Party; (v) publicly available or becomes publicly available other than by unauthorized disclosure by the Receiving Party; (vi) independently developed by the Receiving Party without the use of or reference to any of the Disclosing Party's Confidential Information; or (vii) open source software and its related documentation, if public disclosure is permitted under the applicable license.

"Disclosing Party" means a party disclosing Confidential Information under this Agreement.

"Effective Date" is defined in the preamble.

"Force Majeure Event" is defined in Section 2.5.

"Intellectual Property" means any and all registered or unregistered: (a) patents, patent applications, copyrights, trademarks, service marks, trade names, or domain names, and any goodwill related to the foregoing; (b) rights relating to innovations, improvements, know-how, designs, trade secrets, and confidential, technical, and non-technical information; (c) moral rights, mask work rights, author's rights, and rights of publicity; and (d) other industrial, proprietary, and intellectual property related rights recognized anywhere in the world, and all registrations, applications, continuations, divisions, reissues, renewals, and extensions of any of the foregoing.

"Intellectual Property Filings" means the registration, application, filing or prosecution of a patent, copyright, trademark, or other protective measure for Intellectual Property.

"Invention" means inventions, discoveries, developments, trade secrets, and concepts, whether patentable or not, including processes, methods, formulae, maskworks, and software, as well as improvements thereof or know-how related thereto, concerning, related to, or resulting from Research.

**"Joint Copyright"** means any copyright in material or works first authored, produced or composed in the performance of any Research conducted jointly by Facebook's personnel and a University's personnel or students, or any other copyright generated in connection with such Research by Facebook's personnel and a University's personnel or students that would be deemed a joint work under applicable law.

**"Joint Invention"** means any Invention conceived and first reduced to practice in the performance of any Research performed jointly by Facebook's personnel and a University's personnel or students, or any other Invention generated in connection with the Research by Facebook's personnel and a University's personnel or students where Facebook and such University would be considered co-inventors thereof.

**"Joint Intellectual Property"** is defined in Section 5.1(c).

**"Facebook"** is defined in the preamble.

**"Negotiation Period"** is defined in Section 5.3(c)(ii).

**"Option Period"** is defined in Section 5.3(c)(i).

**"Owned Property"** is defined in Section 6.1.

**"Patentable Invention"** is defined in Section 5.3(a).

**"Personal Information"** means any information (including names, addresses, telephone numbers, e-mail addresses and usernames, government ID numbers of any kind, credit card, bank account, or other financial account numbers, IP and network hardware addresses, account information, credit information, demographic information, and geolocation information) collected from or about individual persons that a University obtains from Facebook, or in any unlawful manner from any other source in connection with Research performed by such University.

**"Principal Investigator"** is defined in Section 3.1.

**"Publication"** is defined in Section 11.2.

**"Receiving Party"** means a party receiving another party's Confidential Information under this Agreement.

**"Research"** means the research performed by a University pursuant to this Agreement.

**"Review Period"** is defined in Section 11.3.

**"State University"** means a public, state-sponsored University.

**"Statement of Work"** means a statement of work, in the form attached hereto as Exhibit B, which sets forth the Research to be performed by a University pursuant to this Agreement.

**"Third Party Materials"** means any and all code, libraries, software, datasets, OSS, technical information, equipment and all other intellectual property of any type, which is not owned by University or Facebook.

**"University"** is defined in the preamble.

**"University Copyright"** means any copyright in materials or works first authored, produced and composed in the performance of any Research conducted solely by a University's personnel or students.

**"University Invention"** means any Invention conceived and first reduced to practice in the performance of any Research conducted solely by a University's personnel or students.

## **2. RESEARCH.**

- 2.1 Facebook and a University may execute a Statement of Work, in the form attached as Exhibit B, containing a detailed description of Research to be performed hereunder. When executed by the applicable parties, such Statement of Work will be deemed incorporated herein and made a part of this Agreement. Such Research will be conducted by qualified personnel of such University, including students when appropriate. Such University agrees to use its reasonable efforts to perform such Research in accordance with such Statement of Work. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of the Statement of Work will take precedence as it relates to Facebook and such University, but not with respect to any other party hereto.
- 2.2 Post-execution of a Statement of Work, and after consulting with the applicable Principal Investigator, Facebook may change the scope of the Research to be performed thereunder upon notice to the applicable University. If the change materially increases such University's costs and expenses that it will incur in conducting such Research, or changes the scope of the Research so as to cause the Principal Investigator to cease supervising the Research pursuant to Section 3.2, then such University will promptly notify Facebook, and Facebook will have the option to either (a) agree to pay such additional costs and expenses (if applicable), (b) revert to the prior scope of the Research, or (c) terminate such Statement of Work. In the event Facebook elects to terminate such Statement of Work, then the termination will be treated as a termination under Section 13.4 of this Agreement.
- 2.3 It is expected that each party will perform its obligations hereunder only with its own resources and at its own facilities. If a University requires access to Facebook's resources or facilities, or vice versa, to perform Research, then such access may be conditioned on the accessing party agreeing to the other party's applicable policies and procedures, including with respect to security and protection of Intellectual Property and personal information.
- 2.4 Facebook and a University performing Research hereunder will diligently perform its obligations as specified in this Agreement and in the applicable Statement of Work. Facebook and such University will be free to select the methods and materials it uses in performing its obligations.
- 2.5 No party will be liable for any failure to timely perform under this Agreement due to an event beyond the party's reasonable control, including acts of God, war, fire, and labor strikes (a "Force Majeure Event"). A non-performing party claiming a Force Majeure Event will timely notify the other parties affected by such non-performance, with reasonable detail, and must use its reasonable efforts to minimize the delay. In the event a Force Majeure Event delays performance by a party due to any such cause, then the dates for performance will be postponed by a period of time equal to the delay period; provided, however, that if a University claims a Force Majeure Event that delays its performance hereunder by more than fifteen (15) days, then Facebook may terminate the Statement(s) of Work relating to such Force Majeure Event.
- 2.6 Each University acknowledges and agrees, severally and not jointly, that, (a) without the prior written consent of Facebook, no third party funding, including funding provided by a federal, state, or local government, will be used to directly support any Research, and (b) as of the Effective Date, Facebook manufactures and assembles substantially all of its products outside of the United States. Facebook acknowledges and agrees that, if it permits Research or a University Invention to be partially or fully funded by the U.S. federal government (including any of its agencies), then such Research or University Invention, and the grant of any rights in University Inventions or Joint Inventions related thereto, will be subject to U.S. Federal law, including the provisions of 35 USC §§ 200-212 and all associated implementing regulations, as well as the terms and conditions of such federal funding. All such funding will be set forth in the applicable Statement of Work.

### 3. PRINCIPAL INVESTIGATOR; REPORTS.

- 3.1 Any Research to be performed by a University will be directed and supervised by a principal investigator (the "Principal Investigator"), who will be an employee of such University, and who will be designated on the applicable Statement of Work. The Principal Investigator will have primary responsibility for the budgeting, administration, direction, content, and performance of such Research.
- 3.2 In the event that the Principal Investigator ceases to supervise such Research for any reason, then the applicable University will promptly notify Facebook, and will have thirty (30) days to find a substitute Principal Investigator who is reasonably acceptable to Facebook. If such University cannot find a substitute acceptable to Facebook, then Facebook may terminate the Statement(s) of Work applicable to such Research, upon written notice to such University.
- 3.3 The applicable University will provide Facebook with a report summarizing the most recent results of the applicable Research, no less frequently than the time period specified on the applicable Statement of Work. This may include a final summary report after the completion of such Research. At Facebook's request, after delivery of any such report, the

applicable University (including the Principal Investigator) and Facebook will meet, either in person or via teleconference, to review the report and the findings therein.

#### 4. COSTS AND EXPENSES.

- 4.1 With respect to Research performed by a University, Facebook agrees to pay such University the amounts listed in the related Statement of Work. Such payments will be made as follows:
- (a) If the Statement of Work is designated as "Fixed Price," then Facebook will pay such University the full amount listed on such Statement of Work, upon the terms specified on such Statement of Work.
  - (b) If the Statement of Work is designated as "Pay Upon Completion," then Facebook will pay such University upon the completion of the Research described on such Statement of Work, in the amounts and upon the terms specified on such Statement of Work.
  - (c) If the Statement of Work is designated as "Cost Reimbursable," then Facebook will reimburse such University for its reasonable and documented expenses incurred in conducting the Copy applicable Research, up to the maximum amount (if any) and upon the other terms set forth on such Statement of Work.
- 4.2 Facebook's payment obligation will be structured and calculated so as to support the applicable Research in full. Subject to Section 2.2, Facebook will not be required to pay any amounts in excess of the maximum amount designated on a Statement of Work.
- 4.3 Except as described on a Statement of Work, each party will be responsible for its costs and expenses incurred under this Agreement. All payments made under this Agreement will be made in United States dollars and will be made without deduction or withholding of any kind, except as required by law. If multiple Statements of Work are in effect with a single University, payment will be made separately for each and appropriately designated.

#### 5. INTELLECTUAL PROPERTY.

##### 5.1 Ownership.

- (a) Facebook will solely own the entire right, title, and interest in and to all Intellectual Property developed solely by its personnel and at its own facilities under this Agreement.
- (b) A University will solely own the entire right, title, and interest in and to all Intellectual Property developed solely by its personnel and students, at its own facilities, under this Agreement. No University will have any right, title, or interest in or to Facebook's or any other University's Intellectual Property arising from this Agreement.
- (c) With respect to a Statement of Work, Facebook and the University performing thereunder will each jointly own an undivided one-half (1/2) interest in and to all Intellectual Property developed jointly by such parties' personnel and students (as applicable), or by Facebook with significant use of facilities administered by such University, or by such University with significant use of facilities administered by Facebook (the "Joint Intellectual Property"). Subject to the other terms and conditions of this Agreement, including Section 5.3, such University and Facebook will each have the independent, unrestricted right to (i) commercialize and grant licenses under its interest in its Joint Intellectual Property and (ii) dispose of its interest in its Joint Intellectual Property, including any copyrightable materials and its share of the copyrights therein, without any obligation to seek the consent of any other party or to account for any revenue, royalties, income, profits, or other returns made as a result of any such commercialization or license. Any assignee must agree to abide by the applicable provisions of this Section 5.1. Each party that acquires, develops, discovers, conceives, reduces to practice, authors, or creates any derivatives or improvements of any Joint Intellectual Property will be the sole and exclusive owner thereof.
- (d) Each party that is a co-owner of Joint Intellectual Property will cooperate with the other co-owner in the protection of, or with regard to procuring any protection of, any Joint Intellectual Property. Each co-owning party will promptly notify the other in writing of any activities of any third party that may reasonably constitute or appear to give rise to an infringement or violation of any Intellectual Property right that is part of the Joint Intellectual Property. Each co-owning party agrees to consider in good faith a request to assist the other party, at the other party's expense, in an infringement action brought by the other party in accordance with this Section 5.1(d), including by joining the action

to the extent necessary to permit the other party to maintain the suit, but in no event will a co-owning party grant any license under patents to Joint Intellectual Property to the identified accused infringer(s) until after such action is finally resolved.

- (e) In the event of a dispute related to ownership or inventorship of Intellectual Property hereunder, such dispute will be determined in accordance with United States Federal Law.

## 5.2 Disclosure and Filings.

- (a) A University will notify Facebook, within fourteen (14) days of receipt, of any invention disclosure received or prepared by such University's applicable licensing or technology management office, which is related to a University Invention or a Joint Invention. Such University will promptly respond to any questions Facebook may have regarding the invention disclosure, including with respect to the features or concepts related to the University Information or Joint Invention that it believes are new or novel. Without regard to the marking requirement described in the definition of "Confidential Information," Facebook and such University will treat the contents of such notice, and the discussions related thereto, as Confidential Information.
- (b)
  - (i) Subject to Section 5.2(b)(ii), a University may file Intellectual Property Filings on its University Inventions or on Joint Inventions related to such University's Research. In such case, such University will be solely responsible for the expense of the preparation, filing, prosecution, and maintenance of any Intellectual Property or Intellectual Property Filings that claim such University Inventions or Joint Inventions.
  - (ii) Alternatively, a University will file Intellectual Property Filings on its University Inventions, or on Joint Inventions related to such University's Research, at Facebook's written request. In such case, Facebook will timely reimburse such University for the reasonable, documented expenses of the preparation, filing, prosecution, and maintenance of any Intellectual Property or Intellectual Property Filings that claim such University Inventions or Joint Inventions. If Facebook notifies such University that it does not wish to pay such expenses in a particular jurisdiction, then such University will no longer be required to file Intellectual Property Filings in such jurisdiction as it relates to such University Inventions or Joint Inventions, and Facebook will be released from its obligation to reimburse such University for the expenses incurred thereafter as to such Intellectual Property Filings; provided, however, that expenses authorized prior to the receipt by such University of such notice will be deemed incurred prior to the notice.
  - (iii) With regard to filings made pursuant to this Section 5.2(b), such University will (A) instruct its legal counsel to furnish Facebook with copies of all correspondence related to such Intellectual Property Filings from all patent, copyright, trademark or similar offices, as well as copies of all proposed responses to such correspondence, so as to allow Facebook to review and comment on such responses (and such University will consider Facebook's comments in good faith); (B) give Facebook an opportunity to review the text of each of the Intellectual Property Filings before filing; (C) supply Facebook with a copy of any Intellectual Property Filings as filed, together with notice of its filing date and serial number; and (D) keep Facebook advised of the status of actual and prospective Intellectual Property Filings.
  - (iv) Title to any Intellectual Property or Intellectual Property Filings related to Joint Inventions will remain equally in the names of both Facebook and the applicable University, in accordance with Section 5.1(c).
- (c) For the avoidance of doubt, (i) Facebook will always be free to prepare, file, prosecute, and maintain Intellectual Property Filings with respect to Facebook's Intellectual Property, without the need to notify or consult with any University; and (ii) each University will always be free to prepare, file, prosecute, and maintain Intellectual Property Filings with respect to its Intellectual Property which is not a University Invention or a Joint Invention, without the need to notify or consult with Facebook.

## 5.3 Licenses and Options.

- (a) With respect to each University Invention (including any related patent application or issued patent thereof) on which a University has made an Intellectual Property Filing or disclosure under Section 5.2(a) (a "Patentable Invention"), as well as each University Copyright, and without any further action on the part of any party, the applicable University



grants Facebook a perpetual, irrevocable, worldwide, royalty-free, fully paid up, non-exclusive license under such University's Intellectual Property rights related to such University Invention and University Copyright, solely for Facebook's internal evaluation, research, and development purposes.

- (b) In addition to the license granted in Section 5.3(a), such University hereby grants Facebook an option to activate one of the following licenses:
- (i) a perpetual, worldwide, royalty-free, fully paid up, non-exclusive license under such University's Intellectual Property rights related to each Patentable Invention and University Copyright, as applicable, to make, have made, use, sell, have sold, offer for sale, import, export, reproduce, make derivative works, distribute, perform, and display products, with no restrictions on field of use; or
  - (ii) a perpetual, worldwide, royalty-bearing, exclusive license under such University's Intellectual Property rights related to each Patentable Invention, University Copyright, Joint Invention or Joint Copyright, as applicable, to make, have made, use, sell, have sold, offer for sale, import, export, reproduce, make derivative works, distribute, perform, and display products, in a field or fields of use to be agreed upon by Facebook and such University and which is consistent with Facebook's then-current commercial activities.
- (c)
- (i) Subject to clause (ii), Facebook may exercise either option in Section 5.3(b) by providing the applicable University with written notice within sixty (60) days of Facebook's receipt of the applicable disclosure in Section 5.2(a) (the "Option Period"). If Facebook determines that it does not want to exercise the option prior to the expiration of the Option Period, then it will timely notify the applicable University.
  - (ii) If Facebook exercises an option, then it will have ninety (90) days to enter into a license agreement with the applicable University related to such Intellectual Property (the "Negotiation Period"); provided, however, that if Facebook exercises the option in Section 5.3(b)(ii) and the parties cannot agree on terms prior to the expiration of the Negotiation Period, then Facebook may, upon notice to the applicable University, exercise the option in Section 5.3(b)(i). If Facebook does so, then the Negotiation Period will be extended by an additional thirty (30) days to allow Facebook and the applicable University to enter into the appropriate nonexclusive license. At all times, the Negotiation Period may be extended by mutual agreement of Facebook and the applicable University.
  - (iii) The grant of any license hereunder will be conditioned upon Facebook's agreement to reimburse the applicable University for all of its reasonable, documented costs (including past costs) related to the prosecution and maintenance of the Intellectual Property rights related to a Patentable Invention, University Copyright, Joint Invention, or Joint Copyright, as applicable.
  - (iv) Each license agreement will include indemnity, insurance, limitations on liability, and other provisions which are reasonable in scope and customary to patent and technology licenses normally granted by the applicable University. Furthermore, any exclusive license will have a reasonable royalty rate or other consideration, and may include field of use restrictions, all of which will be determined reasonably and in good faith by Facebook and the applicable University (or its affiliated technology transfer organization) during the Negotiation Period.
  - (v) If (A) Facebook does not exercise its option during the Option Period, or (B) the applicable parties cannot agree on the terms and conditions of the license agreement, then Facebook's rights under this Section 5.3(c) will expire with respect to such Intellectual Property (but not with respect to any other Intellectual Property).
  - (vi) Prior to and during the Negotiation Period, the applicable University will not license or otherwise encumber the applicable University Invention, Joint Invention, University Copyright, or Joint Copyright, so as to frustrate the options and licenses granted or to be granted hereunder.
- (d) The options and license grants in this Section 5.3 will not include University Copyrights in textbooks or scholarly articles.

5.4 **Background Intellectual Property and Third Party Materials.** Prior to entering into any Statement of Work, the applicable University will use its reasonable efforts to investigate whether the applicable Research requires use of Third Party Materials or Intellectual Property created, developed, or owned by the University, the Principal Investigator applicable to such Research, or any other University personnel reasonably anticipated to be working on such Research, which is or may be outside of the scope of this Agreement ("Background IP"). If any such Third Party Materials or Background IP is identified, then the applicable University will list the Background IP in the applicable Statement of Work, and will also negotiate with Facebook in good faith for a non-exclusive license to Facebook to such Background IP, unless such Background IP is subject to any legal or pre-existing contractual obligations or restraints that would prevent such University from doing so. Facebook acknowledges that such University is under no obligation to license such Background IP if terms cannot be mutually agreed.

5.5 **No License or Grant of Rights.** Notwithstanding anything herein to the contrary, no license, implied or express, under any of Facebook's Intellectual Property, or any rights related thereto, is conveyed or granted by Facebook to any other party under this Agreement. Furthermore, except as expressly provided in this Agreement, nothing herein will be construed to confer any ownership interest, license, or other rights upon a party, by implication, estoppel, or otherwise, as to any Intellectual Property of any other person or entity developed prior to or outside of the scope of this Agreement.

## 6. EQUIPMENT.

6.1 Except as may be set forth in a Statement of Work, title to and ownership of all tools, equipment, dies, gauges, models, drawings, or other materials (collectively, "Owned Property") paid for or furnished by a party hereunder will remain the sole property of such party. For the avoidance of doubt, if a University pays for materials with funds provided by Facebook pursuant to Section 4.1, then such materials will be the Owned Property of such University.

6.2 In connection with specific Research, Facebook may agree to loan certain of its Owned Property to a University. If so, such loaned property will be listed in the applicable Statement of Work. Title to any loaned Owned Property will remain with Facebook and not with the borrowing University.

6.3 To the extent a University has custody or control of Facebook's Owned Property, or vice versa, then the party with custody or control will (a) safeguard the other party's Owned Property; (b) be liable for any loss or damage to the other party's Owned Property; (c) keep the other party's Owned Property free from all mechanic's, materialmen's, and other similar liens or charges; (d) use the other party's Owned Property only in the performance of its obligations hereunder; and (e) return, in good condition (ordinary wear and tear, taking into account the utilization from the specific Research to which the Owned Property relates, excepted) the other party's Owned Property to the other party in connection with and upon the receipt of any final disposition instructions from the other party, which will be, in any event, delivered no later than ninety (90) days following the end of the term of the applicable Statement of Work.

## 7. INSURANCE.

7.1 Each party will maintain adequate insurance policies or, in the case of State Universities that do not regularly maintain commercial insurance policies, self-insurance programs, sufficient to cover the type and scope of any Research to be performed by such party hereunder, as well as any insurance such party is required to maintain under applicable law. Any additional insurance that may be necessary in connection with specific Research will be listed on the Statement of Work applicable to such Research.

7.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of itself and its personnel, agents, and subcontractors.

## 8. REPRESENTATIONS AND WARRANTIES.

8.1 Each University, severally and not jointly, represents and warrants to Facebook; and Facebook represents and warrants to each University, that:

- (a) it has the full power and authority to enter into this Agreement;
- (b) this Agreement, when executed and delivered by such party, and assuming the due authorization, execution, and delivery by the other parties hereto, will constitute a valid and legally binding obligation of such party, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, fraudulent

conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies;

- (c) the execution, delivery, and performance by such party of this Agreement, will not violate (i) any bylaw, charter, or organizational document of such party, (ii) any agreement to which such party is a party or by which any of such party's properties or assets may be bound, or (iii) any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to such party or its properties or assets (whether tangible or intangible); and
- (d) no consent, notice, waiver, approval, order or authorization of, or registration, declaration, or filing with any court, administrative agency or commission, or other federal, state, county, local, or other foreign governmental authority, instrumentality, agency, or commission is required by, or with respect to, such party in connection with the execution and delivery of this Agreement.

8.2 Each University, severally and not jointly, represents and warrants to Facebook that, except as set forth in the related Statement of Work, all of its employees, students, and other individuals under its supervision who participate in or contribute to any Research performed by such University have or will have assigned to such University all of their right, title, and interest (including Intellectual Property rights) in and to University Inventions, University Copyrights, Joint Inventions, or Joint Copyrights.

8.3 Except as expressly set forth in Section 8.1, or as may be set forth in a Statement of Work, the parties do not make any representations or warranties, express or implied, at law or in equity, as to any matter relating to this Agreement, including any representations and warranties concerning the merchantability or fitness of the results of any Research, the non-infringement of any intellectual property rights, or arising out of any course of dealing.

8.4 Facebook acknowledges that any Research will be a scientific undertaking and, consequently, understands that no guarantee is made as to any particular outcome or specific yield with respect to such Research. Furthermore, subject to the express obligations hereunder, each party acknowledges that this Agreement will not limit the freedom of Facebook, the Universities, or individuals participating in any Research from engaging in any other research or activities.

#### 9. COMPLIANCE WITH LAWS.

9.1 Each party will comply with all laws, ordinances, rules, and regulations in its performance of this Agreement, including safety laws and applicable import and export control laws (e.g., International Traffic in Arms Regulations, Export Administration Regulations).

9.2 In furtherance of the foregoing, no party will provide or make accessible to any other party hereunder any export-controlled information without first informing the other party of the export-controlled nature of such information (and the basis for the export control), and obtaining such other party's prior written consent to accept such information as well as any specific instructions regarding the mechanism pursuant to which such information may be disclosed to third parties or secured against unintentional disclosure. This may include (a) cooperating to secure necessary governmental licenses governing the transfer of export-controlled information and (b) taking reasonable steps to ensure that, without the appropriate governmental approval, export-controlled information is not provided to persons or entities who are subject to U.S. sanctions, executive orders, laws, or regulations controlling transactions of goods and services with sanctioned or embargoed countries, entities or individuals. To the extent the parties are able to do so, anticipated disclosures of export-controlled information will be specified in the applicable Statement of Work.

9.3 If Facebook inadvertently discloses export-controlled information to a University or otherwise breaches this Section 9, then any deadlines contemplated by the Statement of Work(s) related to such breach will be adjusted, reasonably and in good faith, based upon the time it takes to address the disclosure.

#### 10. CONFIDENTIAL INFORMATION; TRADEMARKS.

10.1 During the term of this Agreement and for the longer of (i) three (3) years from the date of disclosure or (ii) the period specified in an applicable Statement of Work (expressly making reference to this Section 10), a Receiving Party will (A) not disclose a Disclosing Party's Confidential Information to any third party, and will only disclose such Disclosing Party's Confidential Information to the Receiving Party's personnel and students (as applicable) who have a need to know such information for the purposes of this Agreement (including to perform Research) and who agree to protect such Confidential Information in accordance with the terms of this Agreement; (B) use the same degree of care as it uses for its



own information for like importance, but at least use reasonable care, in safeguarding against disclosure of such Disclosing Party's Confidential Information; and (C) promptly notify such Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information. Furthermore, if the Receiving Party is a University, then the Receiving Party and its personnel and students (as applicable) will only use Facebook's Confidential Information to perform Research and not for any other purpose.

10.2 If a Receiving Party is required to disclose a Disclosing Party's Confidential Information pursuant to applicable law, statute, regulation, or court order, then it will, to the extent permitted by law, give such Disclosing Party prompt written notice of the request, so as to give the Disclosing Party a reasonable opportunity to object to such disclosure and to seek a protective order or appropriate remedy, at the Disclosing Party's option and expense. If, in the absence of a protective order, the Receiving Party determines, upon advice of counsel, that it is required to disclose such information, then it may disclose only the Confidential Information specifically required and only to the extent compelled to do so.

10.3 All Confidential Information disclosed by a Disclosing Party remains its property and may not be copied or reproduced by the Receiving Party without the Disclosing Party's express written consent, except for copies that are absolutely necessary in order to fulfill the Receiving Party's obligations under this Agreement. Within ten (10) days of receipt of a Disclosing Party's written request, the Receiving Party will destroy (and certify in writing that it has destroyed) all Confidential Information received from such Disclosing Party; provided, however, that the Receiving Party may retain one (1) archival copy of such Confidential Information for use only in case of a dispute concerning this Agreement. Subject to Section 5.3, no license, express or implied, in any party's Confidential Information to any other party is granted hereby.

10.4 Facebook may, but is not obligated to, condition the performance of Research upon the execution of a separate confidentiality agreement between Facebook and the applicable Principal Investigator. If so, and if permitted by the applicable University's policies, such separate confidentiality agreement will be executed prior to or concurrently with the applicable Statement of Work, and will not diminish the parties' other obligations in this [Section 10](#).

10.5 All trademarks, service marks, insignia, symbols, decorative designs, trade names, domain names, and other symbols and devices associated with a party are the sole property of such party, and may not be used by any other party without its prior written consent (which may be withheld in its sole discretion).

## 11. PUBLICATION.

11.1 Subject to any applicable confidentiality obligations and the terms and conditions of this Agreement, Facebook agrees that each University is free to publish, at its discretion, the results of any Research it conducts in accordance with applicable academic standards.

11.2 Each University will provide Facebook with a copy of any manuscript or other publication (excluding student thesis and dissertations) related to any Research it conducts (each, a "[Publication](#)") at least thirty (30) days prior to its submission for publication.

11.3 During the thirty (30) days following Facebook's receipt of such Publication (the "[Review Period](#)"):

- (a) Facebook will timely review the Publication (i) to determine whether any of Facebook's Confidential Information is disclosed in the Publication; (ii) to identify potentially patentable Intellectual Property; and (iii) to confirm that the Publication does not include any Personal Information or otherwise violates the privacy laws of any jurisdiction.
- (b) Facebook may request that the applicable University delete from the Publication any of Facebook's Confidential Information, or any information related to an individual's privacy right, that may be included therein, and the applicable University will do so (or, if the applicable University disagrees with such requests, then the two parties will resolve such dispute pursuant to [Section 14.6](#)); and
- (c) if Facebook notifies such University, or such University notifies Facebook, that the Publication reveals potentially patentable Intellectual Property, then such University will delay publication of the Publication, for the purpose of enabling the preparation and filing of a patent application with respect to such Intellectual Property, until the earliest to occur of (A) the date the patent application has been filed or (B) thirty (30) days from the expiration of the applicable Review Period.

11.4 If Facebook so requests in writing and with sufficient advance notice, or if required under applicable journal requirements for disclosure of funding support, the applicable University will ensure that a Publication will refer to the fact that the applicable Research was conducted pursuant to support from Facebook.

## 12. LIMITATION OF LIABILITY.

IN NO EVENT WILL ANY PARTY BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES. THIS SECTION 12 WILL NOT APPLY TO BREACHES OF SECTION 10 OF THIS AGREEMENT OR TO ANY SEPARATE LICENSE AGREEMENT ENTERED INTO BY FACEBOOK AND A UNIVERSITY PURSUANT TO SECTION 5 OF THIS AGREEMENT.

## 13. TERM: TERMINATION.

13.1 Term. This Agreement will continue for a period of five (5) years from the Effective Date, unless earlier terminated as set forth herein. Each Statement of Work will be for the term set forth therein.

### 13.2 Early Termination by Facebook.

- (a) Facebook may, in its sole discretion, terminate this Agreement upon thirty (30) days' prior written notice to the other parties hereto.
- (b) Facebook may, in its sole discretion, elect to immediately terminate this Agreement, with respect to a University:
  - (i) if such University breaches a material obligation under this Agreement, and such breach continues uncured for a period of thirty (30) days after such University receives notice of the breach;
  - (ii) if such University files for bankruptcy or financial exigency of any type, or has a petition for bankruptcy or financial exigency of any type filed against it; becomes insolvent; enters into suspension of payments, moratorium, or reorganization; makes a general assignment for the benefit of creditors; admits in writing its inability to pay debts as they mature; or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights; or
  - (iii) if there are no Statements of Work outstanding with respect to such University, and such University has not entered into any Statements of Work with Facebook for a one (1)-year period prior to the date of termination.
- (c) Facebook may terminate a Statement of Work pursuant to Sections 2.2, 3.4, or as otherwise expressly set forth in this Agreement.

### 13.3 Early Termination by a University.

- (a) If a University is not, at the time of termination, conducting (or is obligated to conduct) any Research pursuant to an outstanding Statement of Work, then such University may, in its sole discretion, terminate its rights and obligations under this Agreement upon thirty (30) days' prior written notice to Facebook.
- (b) A University may, in its sole discretion, elect to immediately terminate its rights and obligations under this Agreement:
  - (i) if Facebook breaches a material obligation under this Agreement, and such breach continues uncured for a period of thirty (30) days after Facebook receives notice of the breach;
  - (ii) if Facebook files for bankruptcy of any type, or has a petition for bankruptcy of any type filed against it; becomes insolvent; enters into suspension of payments, moratorium, or reorganization; makes a general assignment for the benefit of creditors; admits in writing its inability to pay debts as they mature; or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights;

- (iii) if such University does not consent to an amendment or waiver that is validly entered into pursuant to Section 14.7; or
- (iv) within fourteen (14) days after such University has been notified by Facebook that it has assigned this Agreement pursuant to Section 14.11(ii).

13.4 Early Termination of a Statement of Work. Facebook may terminate any Statement of Work for convenience upon thirty (30) days' prior written notice to the applicable University.

#### 13.5 Effect of Termination.

- (a) Unless otherwise directed by Facebook, upon notice of termination, each applicable University will immediately stop performing any outstanding Research. Each applicable University will invoice Facebook for any outstanding sums that are owed by Facebook for Research completed prior to the date of termination. Each applicable University will, as soon as reasonably practicable, return to Facebook any of Facebook's Owned Property then in its possession or control.
- (b) In the event of a termination pursuant to Sections 13.2(a) or 13.4, (i) Facebook will reimburse each applicable University for all reasonable costs incurred and non-cancelable financial commitments made by such University in connection with the termination of this Agreement or the applicable Statement(s) of Work (if any), and (ii) if any University students, including post-doctoral fellows, are supported under this Agreement at the time of termination, then Facebook will reimburse the University for the full cost of student support through the end of the academic quarter or semester, as applicable, in which the termination occurred. This Section 13.5(b) will also apply to terminations by a University pursuant to Section 13.3(b)(iii), but only with respect to the terminating University and not with respect to any other University. Upon such reimbursement, each applicable University will provide Facebook with any completed or partially-completed Research with respect to any terminated Statement of Work(s). Notwithstanding the foregoing, if an applicable Statement of Work stipulates a maximum amount for which Facebook will be liable, then Facebook's liability to such University hereunder will not exceed such amount. Each applicable University will use its reasonable efforts to avoid or minimize any such costs or commitments, and will provide documentation with respect to any costs or commitments upon Facebook's reasonable request.
- (c) If Facebook terminates a Statement of Work pursuant to Sections 2.5 or 3.2, and Facebook has paid for any costs and expenses in advance which have not been utilized by the applicable University, then such University will reimburse Facebook for these unused costs and expenses within thirty (30) days of such termination.

13.6 Survival. Termination of this Agreement for any reason will not affect the rights and obligations of any party accrued prior to the date of termination. Sections 1, 5, 6, 7, 8, 10, 12, 13.5, 13.6, and 14 will survive the termination of this Agreement (whether by an individual party or with respect to all parties) indefinitely, and Section 11 will survive the termination of this Agreement (whether by an individual party or with respect to all parties) for a period of two (2) years from the date of termination.

#### 14. MISCELLANEOUS.

14.1 Notices. All notices hereunder must be in writing, in the English language, and will be deemed delivered, given and received (a) when delivered in person, (b) on the third business day following the mailing thereof by certified or registered mail (return receipt requested), or (c) when delivered by an express courier (with written confirmation of delivery) to a party hereto at the addresses set forth on the signature pages hereof, or at such other address as a party may designate by ten (10) days' advance written notice to the other parties hereto.

14.2 Interpretation. Unless a clear contrary intention appears: (a) the singular number will include the plural, and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document, or instrument will mean such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation"; (e) all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections, and Exhibits to this Agreement; (f) with respect to the determination of time, "from" will mean "from and including" and "to" will mean "to but excluding"; and (g) "hereunder,"

"hereof," "hereto," and words of similar import will be deemed references to this Agreement as a whole and not to any particular Section, or other provision hereof. The titles of the Sections are for convenience of reference only and are not to be considered in construing this Agreement.

14.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement. Until and unless each party has received a counterpart signature hereof signed by the other parties hereto, this Agreement will have no effect and no party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) will be binding to the same extent as an original signature page.

14.4 Independent Contractors. In the performance of any Research or other obligations hereunder, a party will be performing as an independent contractor. Neither Facebook nor any other party will have the right to direct or control the activities of a University in performing Research. Under no circumstances will a University, or any person performing any obligations on a University's behalf, be construed to be an employee of Facebook or be entitled to participate in Facebook's employee benefit plans or programs. Nothing in this Agreement grants any party the right or authority to make commitments of any kind for any other party, implied or otherwise. This Agreement does not constitute or create, in any manner, a joint venture, partnership, formal business organization, or fiduciary relationship of any kind between any of the parties.

14.5 Other Remedies. Except as otherwise set forth herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. Without prejudice to remedies at law, the parties will be entitled to specific performance in the event of a breach or threatened breach of this Agreement.

14.6 Dispute Resolution.

- (a) In the event of a claim or controversy arising under this Agreement, the applicable parties will attempt to settle such claim or controversy through consultation and negotiation in good faith and spirit of mutual cooperation.
- (b) Disputes hereunder will be resolved by the following process:
  - (i) The dispute will be submitted in writing to a panel of two (2) senior personnel from each party to the dispute for resolution.
  - (ii) If the senior personnel are unable to resolve the dispute within fifteen (15) days, then any party to the dispute may refer the dispute to mediation, the cost of which will be shared equally by the parties involved in such dispute, except that each party will pay its own attorneys' fees. Within fifteen (15) days after written notice demanding mediation, the parties to such dispute will choose a mutually acceptable mediator and location for the mediation, and no party to such dispute will unreasonably withhold consent to the selection of the mediator and location.
  - (iii) If the dispute cannot be resolved through mediation within forty-five (45) days from the date mediation is referred, then any party to the dispute may submit such dispute to a Federal court of competent jurisdiction, unless a party to the dispute is a State University subject to the protections of sovereign immunity, in which case such dispute may be submitted to any court of competent jurisdiction. Nothing in this Section 14.6 will be construed as a waiver of a State University's sovereign immunity.
- (c) Nothing herein will prevent a party from resorting directly to judicial proceedings if the dispute is with respect to intellectual property rights, or interim relief from a court is necessary to prevent serious and irreparable injury to a party or others.
- (d) No party's performance under this Agreement will be suspended during the pendency of any dispute. This Section 14.6 will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect the rights of any party hereto.

14.7 Amendment and Waiver. This Agreement may be amended, and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively), only upon the written consent of Facebook



and seventy-five percent (75%) of the Universities who are parties to this Agreement as of the date of such amendment or waiver; provided, however, that Facebook and/or a University (as applicable) may amend a Statement of Work pursuant to Section 2.2 without the consent of any other party hereto. Notwithstanding the foregoing, this Agreement may not be amended, and the observance of any term hereof may not be waived (except for amendments and waivers to Statements of Work pursuant to Section 2.2), with respect to a University, without the written consent of such University, unless such amendment or waiver applies to all Universities equally.

- 14.8 **Severability.** If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto.
- 14.9 **Rules of Construction.** The parties hereto agree that they have had the opportunity to be represented by counsel during the negotiation and execution of this Agreement, and waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- 14.10 **Third Party Beneficiaries.** Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto, or their respective successors and assigns, any rights, remedies, or liabilities under or by reason of this Agreement.
- 14.11 **Entire Agreement; Assignment.** This Agreement, including the Exhibits hereto or any Statements of Work hereunder, and any license agreements entered into by Facebook and a University pursuant to Section 5.3: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) are not intended to confer upon any other person any rights or remedies hereunder; and (c) will not be assignable, by operation of law or otherwise, except that, upon notice to the other Universities, (i) Facebook may assign its rights and delegate its obligations hereunder to one or more of its affiliates, including any direct or indirect wholly-owned subsidiary, as long as Facebook remains ultimately liable for all of Facebook's obligations hereunder; and (ii) in the event Facebook is acquired or divests all or any part of its businesses to a third party (whether direct or indirect, or by sale, merger, consolidation, or otherwise), Facebook may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Facebook and such third party.
- 14.12 **Additional Universities.** Notwithstanding anything contained in this Agreement to the contrary, Facebook may, in its sole discretion, elect to add additional universities or other institutions of higher learning as "Universities" pursuant to this Agreement. If Facebook so elects, then such institution will become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter will be deemed a "University" for all purposes hereunder. No action or consent by any other University will be required for such joinder to this Agreement, so long as such additional institution has agreed in writing to be bound by all of the obligations as a "University" hereunder.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**FACEBOOK:**

**Facebook, Inc.**

26 July 2016  
Date

Dr. Regina E. Dugan  
Print Name

*Regina E. Dugan*  
Authorized Representative Signature

Vice President  
Title

Address for Notices:

1601 Willow Road  
Menlo Park, CA 94025



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**UNIVERSITY:**

**University of Illinois at Urbana-Champaign**

9/23/16  
Date

**Walter K. Knorr, Comptroller**

Print Name

Walter K. Knorr  
Authorized Representative Signature

Title

Address for Notices:  
**The Board of Trustees of the**  
**University of Illinois**  
**cl/o Office of Sponsored Program**  
**and Research Administration**  
**1901 S. First St., Ste. A**  
**Champaign, Illinois 61820**



**Exhibit B**

**Form of Statement of Work**

**STATEMENT OF WORK #[\_\_\_\_\_]**

Project Title: [\_\_\_\_\_] ("Project")

This Statement of Work #[\_\_\_\_\_] (this "SOW") is entered into between Facebook, Inc. ("Facebook") and [\_\_\_\_\_] (the "University"), and is effective as of [\_\_\_\_\_, 20\_\_] (the "SOW Effective Date").

This SOW is governed by, incorporated into, and made part of the Sponsored Academic Research Agreement, dated as of \_\_\_\_\_, 2016, by and among, *inter alia*, Facebook and the University (the "Master Agreement"). The terms of this SOW are limited to the scope of the SOW and will not be applicable to any other Statements of Work entered into under the Master Agreement.

This SOW and the Master Agreement represent the entire agreement and understanding between the parties relating to the subject matter of this SOW, and supersede all prior and contemporaneous representations, discussions, negotiations and agreements, whether written or oral.

**1. RESEARCH TEAM.**

Principal Investigator:  
Address:  
Telephone Number:  
E-mail:

Facebook Contact:  
Telephone:  
E-mail:

**2. RESEARCH.** The University hereby agrees to perform the Research described below, in accordance with the terms and conditions of the Master Agreement.

- a. Description:
- b. Location:
- c. Reporting Requirements:

**3. TERM.**



4. DELIVERABLES.

**IMPORTANT NOTE:** University will not incorporate into or provide in conjunction with any Deliverable, or create any Deliverable with a dependency upon any Background Intellectual Property or Third Party Materials as defined in the Master Agreement without notifying Facebook and without complying with the conditions described in Section 5.4 of the Master Agreement. This is an ongoing obligation through completion of the Project.

**Background Intellectual Property (if any):** Is Background Intellectual Property incorporated into (or contemplated to be incorporated into) or provided in conjunction with (or contemplated to be provided in conjunction with) any Deliverable or is any Deliverable dependent on Background Intellectual Property?

Yes  No

[IF YES, SPECIFICALLY DESCRIBE ALL BACKGROUND INTELLECTUAL PROPERTY IN THE ATTACHED EXHIBIT B1.]

**Third Party Materials (if any):** Are Third Party Materials incorporated into (or contemplated to be incorporated into) or provided in conjunction with (or contemplated to be provided in conjunction with) any Deliverable or is any Deliverable dependent on Third Party Materials?

Yes  No

[IF YES, SPECIFICALLY DESCRIBE ALL THIRD PARTY MATERIALS IN THE ATTACHED EXHIBIT B1.]

**IMPORTANT NOTE:** For any and all Open Source Software ("OSS") listed above, provide a link to the applicable license.

5. PAYMENT.

a. Payment Type (circle one):

Fixed Price

Pay Upon Completion

Cost Reimbursable

Other

b. Payment Details:

c. Maximum Payment Amount: Notwithstanding anything else in this SOW or the Master Agreement to the contrary, and unless otherwise agreed in writing by Facebook, Facebook's maximum liability for payments to be made pursuant to this SOW will not exceed \$[\_\_\_\_\_].

d. Invoices:

Instructions for Invoices:

i. Universities and suppliers must enroll in Facebook's Procurement system before any purchase orders can be issued or invoices be processed. To initiate enrollment, please provide the contact email address of the person in your organization that can receive an invitation and complete the enrollment. Please note, that the invitation will expire after 10 business days.

ii. SOW# and the approved purchase order number must appear on all invoices, packing lists, cartons and correspondences related to this agreement

iii. Ship To Address:

Facebook, Inc.  
1601 Willow Rd

Menlo Park, CA 94025  
United States

iv. Bill To Address:

Facebook, Inc.  
1601 Willow Rd  
Menlo Park, CA 94025  
United States

v. Submit Invoice To:

[ap@fb.com](mailto:ap@fb.com) (preferred method – PDF, no zip files)  
Facebook, Inc.  
ATTN: Accounts Payable  
PO BOX 696458  
San Antonio, TX 78269  
United States

vi. Additional Notes:

1. **Billing Instructions:** Invoices must reference a SOW# and valid purchase order number and reflect the terms of the purchase order. These terms include, but are not limited to referencing the correct Bill To entity inclusive of correct address, invoicing in the same currency as the purchase order, and if applicable, referencing the correct ship to/bill to locations. Duplicate invoices, future dated invoices, and invoices older than sixty calendar days cannot be accepted. All requests for payment must be in the form of an invoice and each invoice must contain a unique invoice number in order to be processed for payment. An invoice that is not compliant with these billing instructions cannot be processed for payment and will be returned for correction.
2. **General Inquiries:** For questions about your purchase order, please email: [purchasing@fb.com](mailto:purchasing@fb.com). Your questions will be directed to the appropriate Facebook Source-to-Pay contact. If you have already submitted your invoice and have questions about invoice or payment status, please email: [P2PHelp@fb.com](mailto:P2PHelp@fb.com)
3. **Purchase Order Terms and Conditions:** Purchase Orders are governed by and incorporate by reference the Purchase Order Terms and Conditions available at: [http://www.facebook.com/po\\_terms.php](http://www.facebook.com/po_terms.php) (unless a separate, fully executed agreement is in effect and is intended by the parties to apply to the specific transaction described in Purchase Orders).





**Notes:**

- 1. Each invoice must include disclosures on Background Intellectual Property and Third Party Materials, and a representation and warranty concerning Confidentiality undertakings.
- 2. The currency of your PO is indicated in the "Total" field of the PO.
- 3. Submit Invoice To:

ap@fb.com (preferred method – PDF, no zip files)  
 Facebook, Inc.  
 ATTN: Accounts Payable  
 PO BOX 696458  
 San Antonio, TX 78269  
 United States

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**6. UNIVERSITY RESOURCES.** The University will utilize the following to complete the Research to be performed hereunder:

- a. University Pre-existing Property:
- b. University Resources:
- c. Third Party and Open Source Technology:

**7. FACEBOOK LOANED RESOURCES; RESTRICTIONS ON USE.**

**8. EXCEPTIONS TO SECTION 8 REPRESENTATIONS AND WARRANTIES.**

**9. USE OF FEDERAL FUNDING.**

**10. EXPORT-CONTROLLED INFORMATION; ADDITIONAL EXPORT CONTROL RESTRICTIONS.**

This Research involves University's receipt of data or information that is subject to export control regulations (circle one):

Yes                      No

If Yes, please provide detail:

Export Control Classification Number(s) (if applicable): \_\_\_\_\_

Other Restrictions (if applicable):

**11. ADDITIONAL INSURANCE REQUIREMENTS.**

**12. ADDITIONAL CONFIDENTIALITY RESTRICTIONS.**





**13. BACKGROUND CHECKS.**

**14. SPECIAL TERMS.**

**15. CONFIDENTIALITY OBLIGATIONS OF UNIVERSITY PARTIES / TRADE SECRET PROHIBITION.**

University represents and warrants that it will inform the Principal Investigator any other university students and personnel ("University Parties") of such University Parties' confidentiality obligations under the Master Agreement prior to disclosing or otherwise allowing access to any Facebook Confidential Information. University further agrees that, prior to disclosing any Facebook Confidential Information to any University Party, University will (a) obtain a signed Acknowledgment and Understanding of Confidentiality Obligations (attached as Exhibit C to the Master Agreement) from such University Party, and (b) return the signed Acknowledgment and Agreement to Facebook. The parties agree that no trade secrets will be developed or exchanged as part of the Project or during the course of the parties' relationship.

IN WITNESS WHEREOF, the parties hereby execute this SOW as of the SOW Effective Date.

Facebook, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



I, [\_\_\_\_\_], named as Principle Investigator in this SOW, acknowledge that I have read this SOW and the Master Agreement in its entirety. I represent and warrant that I have the right and ability to bind the undersigned University to the terms of this SOW and agree to act in accordance with all the terms and conditions herein.

By: \_\_\_\_\_

Title: \_\_\_\_\_

On Behalf of [University Name]: \_\_\_\_\_



Exhibit B1

**DISCLOSURE OF BACKGROUND INTELLECTUAL PROPERTY AND THIRD PARTY MATERIALS  
FOR STATEMENT OF WORK #[\_\_\_\_\_]**

**IMPORTANT NOTE:** Per Section 4 of the SOW, University will not incorporate into or provide in conjunction with any Deliverable, or create any Deliverable with a dependency upon any Background Intellectual Property or Third Party Materials as defined in the Master Agreement without notifying Facebook and without complying with of the conditions described in Section 5.4 of the Master Agreement. This is an ongoing obligation through completion of the Project.

**Background Intellectual Property (if any):** Is Background Intellectual Property incorporated into (or contemplated to be incorporated into) or provided in conjunction with (or contemplated to be provided in conjunction with) any Deliverable or is any Deliverable dependent on Background Intellectual Property?

Yes  No

[IF YES, SPECIFICALLY DESCRIBE ALL BACKGROUND INTELLECTUAL PROPERTY.]

**Third Party Materials (if any):** Are Third Party Materials incorporated into (or contemplated to be incorporated into) or provided in conjunction with (or contemplated to be provided in conjunction with) any Deliverable or is any Deliverable dependent on Third Party Materials?

Yes  No

[IF YES, SPECIFICALLY DESCRIBE ALL THIRD PARTY MATERIALS.]

**IMPORTANT NOTE:** For any and all Open Source Software (“OSS”) listed above, provide a link to the applicable license.



Exhibit C

Undertaking

ACKNOWLEDGMENT AND UNDERSTANDING OF CONFIDENTIALITY OBLIGATIONS

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], acknowledge that I understand and agree to comply with the terms of the Sponsored Academic Research Agreement, dated as of \_\_\_\_\_, 2016 (the "Master Agreement") in its entirety, including the confidentiality provisions in the Master Agreement.

Specifically, I agree that during the term of the Master Agreement and for the longer of (i) three (3) years from the date of disclosure or (ii) the period specified in the applicable Statement of Work, I will (A) not disclose a Disclosing Party's Confidential Information (as defined in the Master Agreement) to any third party, and will only disclose such Disclosing Party's Confidential Information to other personnel and students (as applicable) who have a need to know such information for the purposes of the Master Agreement (including to perform Research, as defined in the Master Agreement) and who agree to protect such Confidential Information in accordance with the terms of the Master Agreement; (B) use the same degree of care as I would for my own information for like importance, but at least use reasonable care, in safeguarding against disclosure of such Disclosing Party's Confidential Information; and (C) promptly notify such Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information. Furthermore, I will only use Facebook's Confidential Information to perform Research and not for any other purpose.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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