

**NOTE: THIS FORM MAY BE CHANGED AS EXPLAINED IN PARAGRAPH 6 OF THE RULES  
DATE OF THE CURRENT VERSION: APRIL 7, 2009**

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**AGREEMENT FOR PARTICIPANTS IN THE  
DIADEM COMPETITION FINAL ROUND AND SCIENTIFIC CONFERENCE**

**TO BE SIGNED BY FINALISTS AFTER THEY HAVE BEEN SELECTED BY THE JUDGES**

\_\_\_\_\_  
**Full Name (Printed)**

\_\_\_\_\_  
**Institution or Company Affiliation**

\_\_\_\_\_  
**Team Leader (If Applicable)**

In connection with my invitation to the August 29-September 1, 2010 Final Round of the DIADEM competition (also referred to as the DIADEM Challenge), and the scientific conference of which the Final Round of the DIADEM competition is a part, I acknowledge and agree to the following:

1. I have confirmed with my employer or institution that I may compete in the DIADEM competition. I have made sure that the competition rules (at [http://www.diademchallenge.org/pdfs/Final\\_April2009\\_Rules\\_DIADEM\\_Software\\_Competition.pdf](http://www.diademchallenge.org/pdfs/Final_April2009_Rules_DIADEM_Software_Competition.pdf)) are acceptable to my employer or institution. I understand that the competition rules as posted are not negotiable and that individuals associated with the competition do not have the authority to waive or modify any rules. I agree to the rules for the competition, a copy of which are attached for reference. I understand that the institutions that are sponsoring the competition (the "Sponsors") are: Allen Institute for Brain Science; Howard Hughes Medical Institute (HHMI); and Krasnow Institute for Advanced Study, George Mason University.
2. I certify that I have not had access to any of the data sets used for this competition, other than as part of the competition. I certify that I have not asked for or accepted any information about the data sets for the competition, beyond the explanations and clarifications made available to all participants. I certify that I have not made any attempts to influence the decisions of the judges of the competition.
3. I certify that I am not a national of Cuba, Iran, Sudan, or Syria. If I am part of a team, I certify that my team is not based in Cuba, Iran, Sudan, or Syria.
4. I understand that if I am competing individually, I must attend the Final Round and scientific conference in person in order to be eligible to win, and if I am competing as part of a team, at least one member of my team must attend the Final Round and scientific conference in person in order for the team to be eligible to win. I understand that remote attendance of the Final Round and scientific conference is not an option.
5. I understand that while the total amount of the cash prize(s) to be awarded in this competition is \$75,000 (provided by the Allen Institute and HHMI), the judges, in their discretion, may award multiple prizes in various amounts to multiple winning individuals or teams, or may decide that none of the software submissions meet expectations and no prize should be awarded.
6. I understand that if I am a winner I must provide tax documentation to HHMI, which is handling the payment(s) of prizes, before receiving any prize; that all prizes may be subject to withholding of U.S.

taxes; that the award and payment of prizes is subject to all other laws and regulations; that if any prize cannot be paid out by December 31, 2010 due to my action or inaction or due to any other circumstances beyond the control of HHMI, neither HHMI nor the other Sponsors shall have any obligation to make the payment; that prizes are not transferable or assignable; and that I will be responsible for paying any taxes on any prize I receive.

7. I hereby grant to each Sponsor a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to use, copy, modify, and create derivative works for research purposes, the software I or my team submits to the competition; provided, however, that HHMI's license is limited to HHMI's Janelia Farm Research Campus. In addition, I hereby grant to each competition judge and each data provider, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to use, copy, modify, and create derivative works for research purposes in their individual laboratories and offices, the software I or my team submits to the competition.

8. I understand and agree that my or my team's software submission must be made available for public use on reasonable terms within six months of the end of the competition, i.e., no later than March 2, 2011. I acknowledge that software will be considered "made available for public use" if an executable version is available, provided that the algorithms are also published or posted within the six-month deadline.

9. If the software is not available for public use on reasonable terms within six months of the end of the competition, I hereby further grant to each Sponsor a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to publish and distribute the software, including the source code. Similarly, if the software initially is available for public use on reasonable terms within the six-month deadline, but then becomes unavailable to the public for more than one month, I hereby further grant to each Sponsor a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to publish and distribute the software, including the source code. For clarification, these rights apply to the version of the software that is judged in the Final Round of the DIADEM competition, and do not apply to subsequent enhancements or modifications.

10. I certify that the software I or my team has submitted to the competition is original work, does not infringe copyrights owned by any third party, and can be subject to the competition rules without violating any laws, regulations, or licenses or other agreements with third parties. I understand that this means, among other things, that no third-party code can be included in the software submitted for the Final Round unless the copyright holders have agreed in writing that the third-party code can be subject to these rules, and I will provide such third-party agreements upon request to any Sponsor.

11. I agree that the names, marks, and logos of the Sponsors may not be used for marketing or promotional purposes, such as for marketing any software, without the specific prior written consent of the relevant Sponsor, which may be granted or withheld in that Sponsor's discretion. Similarly, I agree that the names of the judges, data providers, or other individuals involved in this competition may not be used for marketing or promotional purposes without their specific prior written consent (and, if required by their employer's or institution's policies, the consent of their employer or institution).

12. I understand that if for any reason this competition is not capable of running or being completed as planned, the Sponsors reserve the right, at their sole discretion, to modify, cancel, or terminate the competition.

13. This competition is being held in the Commonwealth of Virginia, is governed by the law of the Commonwealth of Virginia, without regard to choice of law or conflict of law principles, and is subject to all applicable laws and regulations of the Commonwealth of Virginia. While the decisions of the Sponsors and the judges relating to this competition are final and may not be appealed or challenged, to the extent that there is any legal dispute relating to or arising out of the competition, I agree that it shall be adjudicated only in the federal or state courts serving Loudoun County, Virginia. I agree that I am subject to personal jurisdiction and venue in the federal and state courts serving Loudoun County, Virginia for all matters relating to or arising out of the competition. I understand and agree that this competition is void wherever prohibited or restricted by law.

14. I agree that the Sponsors shall have the right to publish my name, photograph, likeness, geographical location, and institutional affiliations in connection with announcing the results of the competition. Publication is expected to be on HHMI's Janelia Farm Research Campus website.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date