

Participant Agreement and Acknowledgment for Team Submissions

2023 UAV Challenge Competition

Each of the undersigned Participants on a Team competing in the 2023 UAV Challenge Competition (the “Challenge”) acknowledges and agrees to the following terms and conditions for team submissions to the Challenge. Each undersigned Participant will be referred to in this Agreement as a “Participant” or “Team Member”, and collectively they will be referred to as a “Team.” Participation in the Challenge is coordinated by Purdue University (“Purdue”), and the Challenge will be sponsored by other corporate and university sponsors (referred collectively as “Organizers”). All Challenge Organizers that are not parties to this Agreement are third party beneficiaries of this Agreement and will be entitled to all rights accorded to Organizers under this Agreement as if they were parties to the Agreement.

A. **Team Submissions:** The Team will create a submission in response to the Challenge. The Team will submit in response to the Challenge one or more of the following: models, software code, software programs, hardware, Training Pipeline, or other work product that Team Members create independently or jointly in the course of their participation in the Challenge. All such work product, submitted by any electronic or other means, is collectively referred to as a “Team Submission”. “Training Pipeline” means the training pipeline for the Team Submission that includes training data, training algorithms, hyperparameters, etc. Each Participant, by executing this Agreement, acknowledges and agrees that the Participant will comply with the following requirements regarding any Team Submission contributed, uploaded, or otherwise provided in connection with the Challenge:

1. Team Submissions must consist of content that has been created by Team Members or that is in the public domain. The content of all Team Submissions must be created by Team Members, and the Team must have all rights in the content; or, all persons who contributed in any way or have any rights to the content of the Team Submission, or otherwise appear in the Team Submission, must have given the Team permission to upload and distribute the content of the Team Submission to the Challenge. Upon request, Participants agree to furnish to Organizers any documentation, substantiation, or releases necessary to verify Participants’ compliance with this Agreement. Each Participant individually and Team collectively warrants that the Team owns the Team Submission, or that it has otherwise obtained the appropriate third-party licenses to use the portions of the Team Submissions not owned by Team, or that the portions of the Team Submissions not owned by the Team are in the public domain.

2. The Team Submission will not contain any visible logos, phrases, trademarks, or other third-party materials for which the Team has not obtained consent or license for use. Participants will not include any content in the Team Submission that is owned or created by someone else unless Participants have secured the right to do so, including uploading or copying content found elsewhere on the internet or at another source.

3. The Team Submission will not contain any illegal or objectionable content. The Team Submission will not contain any content that: libels, defames, invades, or violates the privacy of another person, or is indecent, obscene, pornographic, abusive, or threatening (in Purdue's sole discretion), infringes any intellectual property right of any entity or person, including but not limited to, violating copyrights or trademarks or any right of publicity, or otherwise violates any law. Participants assume all responsibility and liability arising from or related to the content of any Team Submission submitted to the Challenge.

4. The Team Submission will not reveal another person's personal information, such as address, phone number, email address, credit card information, or any other information that may be used to track, contact, or impersonate that individual, or that is personal in nature.

5. The Team Submission will not damage any platform or other hardware, equipment or system, and will be free from viruses, Trojan horses, spyware, or any other technologies that could impact the operation of a platform or other hardware, equipment or system.

6. Participants will not reverse engineer, modify, or attempt to discover any source code or internal operations associated with the submission and grading systems used in the Challenge.

7. Each Participant executing this Agreement understands that he or she is solely responsible for the content of the Team Submission, however submitted and in whatever form it may take. Participants jointly and severally agree to indemnify, defend, and hold harmless each Organizer, and their respective officers, directors, trustees, employees, and agents against any and all claims, demands, actions, liabilities, and expenses related to or arising out of Participant's failure to comply with the requirements in this Agreement regarding Team Submissions.

B. Ownership and Sharing of Content Contained in Team Submissions: Team Submissions will be treated as non-confidential and non-proprietary, and the Organizers will not be liable for any use or disclosure to anyone, including but not limited to, claimed intellectual property owners.

1. Team Participants are responsible for agreeing as to ownership of any intellectual property, jointly or individually, among Team Members.

2. If the content of the Team Submission is subject to protection under intellectual property rights laws, Participants are responsible for seeking and securing any such protection that may be available.

3. The Participants must secure all such intellectual property rights protection BEFORE submitting the Team Submission to the Challenge, including filing of any

patent application. No measures will be taken by the Challenge Organizers to protect intellectual property rights of Participants or other third parties.

4. Team Participants will remain the owners of all intellectual property contained in a Team Submission in accordance with the agreement that has been reached among the Team Members. However, when the Team submits the Team Submission to the Challenge, each Participant on that Team automatically grants to the Organizers a license to the Team Submission under the Apache 2.0 open source license terms available at: <https://www.apache.org/licenses/LICENSE-2.0>.

5. Team Submissions will be evaluated pursuant to the criteria available at <https://lpcv.ai>.

6. Team Participants of the winning Team Submission will: (i) open source their Team Submission under the Apache 2.0 license and (ii) provide a public GitHub repository for the winning Team Submission prior to the upcoming Low-Power Computer Vision Challenge (LPCVC) workshop referenced at: <https://lpcv.ai>. The public GitHub repository must contain the following: code used for data pre-processing/post-processing, final checkpoint, and write-up. The write-up must include details on the approach as well as documentation on how to reproduce the results using the provided code. Participants will make best efforts to ensure that the test set performance is easily verifiable and reproducible with the provided code and checkpoint (e.g., provide training hyperparameters, random seeds, and assistance to execute the code if requested). Organizers should be able to reproduce the same or similar result based on the Team Submission on the public GitHub repository.

7. A cash prize will be awarded to the Team Participants of the winning Team Submission only after Organizers' confirmation that the winning Team Submission is published in a GitHub repository, licensed under the Apache 2.0 License, and its results are reproducible.

8. If Team Participants do not wish to open source their Team Submission, they may submit a "closed submission" in the Challenge, but they will not be eligible to claim a cash award. The winning Team Submission that is not open sourced or reproducible will be recognized as a top score non-reproducible entry on the Challenge dashboard but will not be eligible for the Challenge award, which will then be granted to the next eligible winning Team Submission.

C. **Governing Law:** This Agreement and its amendments, modifications, alterations, or supplements, and the rights of the parties, shall be construed under and governed by the laws of the State of Indiana (without regard to conflict of law rules) and the United States of America.

D. **Data Privacy:** Purdue will never sell your e-mail address or other personally identifiable information to third parties, or make that information publicly available without your permission. Purdue may contact you to inform you of competition updates or next year's competition. You may opt out of receiving e-mails from Purdue by sending a written request to:

yunglu@purdue.edu. Your personal information shared in connection with your Team Submission may be shared with the Organizers. Each Organizer will maintain your information in accordance with their respective privacy policies, which can be found on the Challenge website. By providing the information below, you agree to Organizers' collection and use of the information for the purpose of co-hosting the Challenge. This information will be deleted soon after the Challenge ends unless you are a Participant of the winning Team Submission.

E. **Joint and Several Liability:** Each Participant agrees that he/she is jointly and severally liable for any and all obligations incurred under this Participant Agreement and Acknowledgement for Team Submissions.

F. **Additional Information for Tax Purposes:** The Participants on the winning Team will be required to provide additional personal information for tax purposes in order to receive any award that may be offered; provided however, that no award or other compensation is guaranteed under this Agreement.

G. **Sex Offender Registry Check:** Team shall perform security clearance background checks on all Participants, officers, agents, employees or volunteers assigned to have access to Purdue's premises to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et seq. or the equivalent law of the individual's state of residence. Team shall not allow any individuals identified as registered sex offenders access to Purdue's premises. Purdue reserves the right to immediately remove any individuals identified as registered sex offenders from Purdue's premises.

H. **Indemnification:** Team agrees to indemnify Purdue, and its trustees, officers, agents, servants, attorneys, employees, successors, or assigns ("Indemnified Parties") and hold the Indemnified Parties harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable attorneys' fees) arising out of or connected to Team's participation in the Challenge (collectively "Indemnifiable Losses"), excepting only such liability as may result solely from the acts of negligence of Purdue or its employees. Team shall, at the request of Purdue, undertake to investigate and defend any and all claims or suits, whether justified or not, if such claim or suit be against Purdue, the Trustees of Purdue, or their respective officers, agents, servants, attorneys, employees, successors, or assigns; provided however, that Team may not settle any claims against the Indemnified Parties without the Indemnified Parties' prior written consent.

I. **Damage to Purdue Property:** Team shall immediately reimburse Purdue for the full cost of repair or replacement of any Purdue property which is damaged, destroyed, or removed by Team or its agents, including, but not limited to, Participants. Purdue shall use its reasonable judgment in determining whether damaged property should be repaired or replaced.

J. **Insurance:** Team shall at all times while participating in the Challenge maintain in force or be covered by (and all Participants shall be covered by) comprehensive general liability insurance (including product and completed operations coverage) with policy limits of at least \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Team will provide to Purdue duly executed certificates of insurance evidencing these coverages,

together with satisfactory evidence of the payment of the premium thereon prior to its participation in the Challenge.

IN WITNESS WHEREOF: Each Participant has executed this Agreement as of the day and year set forth below. Please sign the form manually and submit the scanned copy (PDF) through the submission site. Electronic signature is NOT allowed.

PARTICIPANTS:

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Signature

Printed Name

Date