

Declaration

By signing this agreement I agree to the following:

1.1 CooperVision Manufacturing Limited and/or thereto affiliated companies, (together “CooperVision”) shall pay reasonable travel and accommodation costs for your participation in the national stage of CooperVision’s Future Ocular Research Creativity Event (“FORCE Competition”) (provided that such costs are approved in advance by CooperVision). .

1.2 In the event that your entry wins the national stage of the FORCE competition and thereby qualifies for the European Final, CooperVision shall pay reasonable travel and accommodation costs for your participation in the European Final (provided that such costs are approved in advance by CooperVision).

1.3 If participating in the European Final, you will have 15 minutes to present both your work and your results in a PowerPoint Presentation (together the “Results”). The presentation will immediately be followed by a 15 minute interview with the independent judges, for the purposes of clarification. The presentation and the interview will be conducted in the English or native language.

2. Intellectual Property

2.1 For the purposes of this clause, the following definitions shall have the following meanings:

2.1.1 “Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, trade marks, trade names, logos, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including but not limited to know-how and trade secrets) moral rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

2.1.2 “Invention” shall mean any invention, idea, discovery, development, improvement or innovation made by you in connection with the Results, whether or not patentable or capable of registration, and whether or not recorded in any medium; and **2.1.3** “Works” shall mean all text, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by you in connection with the Results.

2.2 In the event your entry to the FORCE Competition qualifies you for the European Final, you hereby irrevocably assign to CooperVision with full title guarantee all right, title and interest in the Inventions and Works together with all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law.

2.3 To the extent which such assignment to CooperVision under clause **2.2** may be prohibited by law (whether temporarily or permanently), you hereby grant or shall grant to CooperVision an exclusive, perpetual, irrevocable, royalty-free, assignable, sub-licensable and unrestricted licence thereto until you have satisfied the legal requirements (in circumstances where assignment is prohibited temporarily) or in perpetuity (in circumstances where assignment is never permitted by law). Once you have satisfied the legal requirements to make such assignment, you hereby assign or shall assign to CooperVision all right, title and interest in the Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights.

2.4 You undertake: **2.4.1** to keep confidential the details of all Inventions; **2.4.2** whenever requested to do so by CooperVision, promptly to deliver to CooperVision all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part



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of the Works or any Invention and the process of their creation which are owned by you and/or in your possession, custody or power;

2.4.3 not to register nor attempt to register any Intellectual Property Rights in the Works nor any of the Inventions, unless requested to do so by CooperVision in writing; and

2.4.4 to do all acts and deliver or procure the execution of all documents necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to CooperVision. **2.5** You warrant and undertake to CooperVision that:

2.5.1 you are the sole legal and beneficial owner of, and own all rights and interests in, the Works and the Inventions; **2.5.2** you have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works or the Inventions; **2.5.3** you are unaware of any use by any third party of any of the Works or the Inventions or Intellectual Property Rights in the Works or the Inventions; and **2.5.4** the Works and the Inventions have not been copied from any third party and are your own original work.

2.6 You waive any moral rights in the Works to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation)

the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works and Inventions or other materials, infringes your moral rights.

2.7 You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to you in respect of the Results.

3. Publication

3.1 CooperVision agrees that you may be named in relation to the Results as well as be offered the opportunity to be presented and mentioned as co-author if the Results are published, presented or otherwise disclosed in a scientific journal or congress, or otherwise.

4. Data Protection

4.1 You explicitly consent to CooperVision holding and processing data relating to you in connection with the Force Competition and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998).

Such data will be held in accordance with CooperVision's privacy policy in place from time to time (see <http://coopervision.co.uk/privacy-policy>)

4.2 You consent to CooperVision

making such information available to any of its affiliates, or those who provide products or services to CooperVision such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of CooperVision (or any affiliate) or any part of its business.

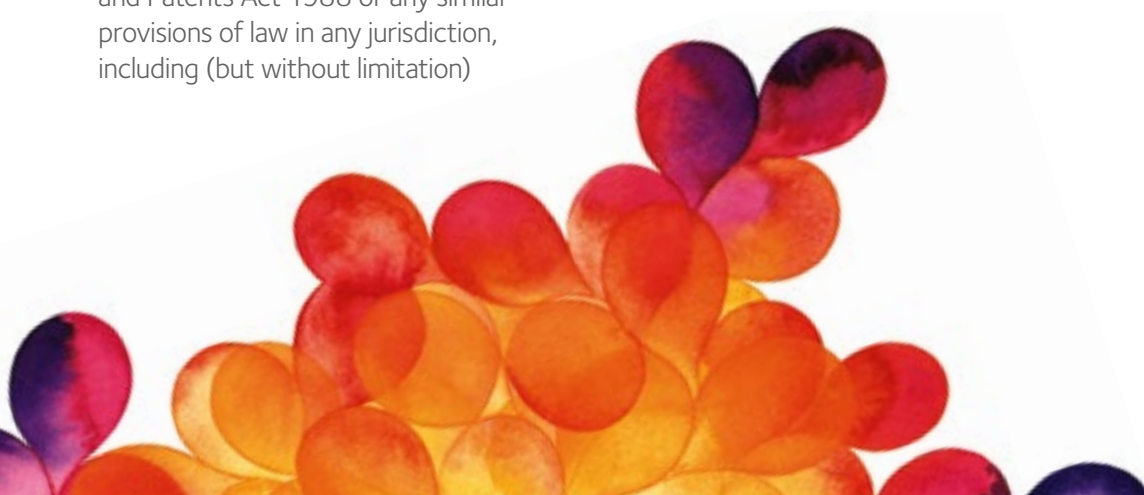
4.3 You consent to the transfer of such information to CooperVision's affiliates and/or advisers outside the European Economic Area in order to further its business interests.

5. Third Party Rights

5.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

6. Governing Law

6.1 This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of England, and the English courts shall have exclusive jurisdiction (including for non-contractual disputes or claims).



Declaration

This deed has been duly executed by the parties.
Executed as a deed by Student:

Signed:

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Name:

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Date:

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Signature of witness:

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Name of witness:

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Address of witness:

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Occupation of witness:

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Executed as a deed by **CooperVision Manufacturing Limited**,
acting by Nigel Penfold, a director, and Mark Harty, a director:

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