

**Account Request  
OCC-Y Cluster**

Directions: Please complete the following form. Full and accurate completion of all questions is pre-requisite to gaining access to the OCC-Y Cluster (the "Cluster") and is required to ensure compliance with U.S. export control laws and regulations.

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

Middle Initial: \_\_\_\_\_

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

Address:

-Street (P.O. boxes are not acceptable) \_\_\_\_\_

-City/Town \_\_\_\_\_

-State/Province \_\_\_\_\_

-Country \_\_\_\_\_

-Zip/Postal code \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Country(ies) of citizenship or permanent residency: \_\_\_\_\_

Name of Research Institution: \_\_\_\_\_ ("Research Institution")

Research Project Description: Attach a separate Research Project Description (using Attachment 1) for each project for which use of the Cluster is contemplated

Export Compliance Statement: I agree to comply with all export laws and regulations of the United States that regulate my use of the Cluster and any transfers of software, technology and other technical data developed through use of the Cluster. Without limiting the generality of the foregoing, I:

- Represent and warrant that I am not a party identified on U.S. or foreign government export exclusion lists, including but not limited to the U.S. Department of Commerce’s Denied Persons and Entity Lists and U.S. Department of Treasury’s Specially Designated Nationals List;
- Represent and warrant that I am not a national of a country subject to U.S. embargo or trade sanctions that would prohibit my access to the Cluster;
- Will not upload to, store on, or transfer via the Cluster any item or technical data that is not authorized for export or re-export under the U.S. export laws;
- Will not use the Cluster for military, nuclear, missile, chemical or biological weaponry end uses;
- Acknowledge that the information disclosed in this document is true, accurate, and current to the best of my knowledge; and
- Agree to notify OCC of any changes to the information provided above.

Terms of Use. I agree to comply with the Terms of Use set forth on Attachment 2.

Research Reports. I agree to provide a written report to OCC, at least on a quarterly basis or as otherwise requested by from time to time, describing the results and applications arising from the research contemplated in the Research Project Description(s) or from the use of the Cluster.

Third Party IP Rights Holders: List all third parties that currently have (or have the right to receive, at a future date) any assignment of, exclusive license under, or any right to enforce, any of the intellectual property rights arising from the research contemplated in the Research Project Description(s) or the use of the Cluster (each, a “Third Party IP Rights Holder”). This list should match the entities or persons identified in the Research Project Description in the section entitled “Foreground Intellectual Property Rights”. If none are listed, this will constitute a representation and warranty that there are no such Third Party IP Rights Holders.

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Intellectual Property Rights Acknowledgement: Each signatory below understands that Yahoo! is providing access to the Cluster, on the condition that it is not used to develop any intellectual property rights (e.g, patents, copyrights, trade secrets, etc.) that would be asserted against Yahoo! and its affiliates, together with its/their partners, customers and users to the extent using Yahoo! products and services (all of the foregoing, collectively, the “Yahoo! Entities”). In furtherance of the foregoing, each signatory below hereby grants to the Yahoo! Entities a nonexclusive, worldwide, royalty-free, perpetual, irrevocable license to freely practice the results and applications, and the intellectual property rights, arising from the research contemplated in the Research Project Description(s) or the use of the Cluster.

Use of Names: OCC and Yahoo! may use my name, and the name of the Research Institution (if signing below), and the name of any Third Party Assignee (if signing below), in connection with describing the Cluster and the activities conducted therewith. Neither I nor the Research Institution nor any Third Party Assignee will use Yahoo!’s name without Yahoo!’s prior written consent.

Signatures: This form must be signed:

- (a) by the individual requesting access to the Cluster;
- (b) by an authorized signatory (preferably an officer) of the Research Institution, unless Yahoo! and the Research Institution have entered into a separate, valid and subsisting written agreement providing Yahoo! with a license under any intellectual property rights that the Research Institution may have or obtain on account of the conduct of the Research or the use of the Cluster by the individual in (a); and
- (c) by an authorized signatory (preferably an officer) of each Third Party IP Rights Holder, unless Yahoo! and the Third Party IP Rights Holder have entered into a separate, valid and subsisting written agreement providing Yahoo! with a license under any intellectual property rights that the Third Party IP Rights Holder may have or obtain on account of the conduct of the Research or the use of the Cluster by the individual in (a).

_____	_____	
Individual requesting access to the Cluster	Date	
_____	_____	_____
Authorized Signatory of the Research Institution	Title	Date
_____	_____	_____
Authorized Signatory of Third Party IP Rights Holder	Title	Date